



**Ottawa Area ISD**  
Learn. Serve. Lead.

13565 Port Sheldon Street, Holland, MI 49424  
616.738.8940 • Fax 616.738.8946

oaisd.org

Michael Rohwer,  
Asst. Supt. Information, Technology and Security  
13565 Port Sheldon Street  
Holland, MI 49424  
Phone: 616.738.8940  
Email: mrohwer@oaisd.org

September 20, 2017

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12th Street, SW  
Washington, DC 20554

**CC Docket No. 96-45**

**CC Docket No. 02-6**

**"WAIVER REQUEST"**

**"FY2016 APPEAL"**

**"Administrator's Decision on Self Provisioned Fiber Network"**

**APPLICANT:** Ottawa Area Intermediate School District

**BEN:** 131536

**FY2016 FORM 471:** 161045122

**Contact:** Michael.Rohwer

**Phone:** 616.738.8940

**Email:** mrohwer@oaisd.org

This "waiver request" and "appeal" to the FCC, is written and submitted on behalf of Ottawa Area Intermediate School District (OAISD) (BEN: 131536), 13565 Port Sheldon Street, Holland, MI 49424. This "waiver request" and "appeal" is an urgent matter concerning the enclosed Universal Service Administrative Company (USAC) "Administrator's Decision on Self Provisioned Fiber Network" (SPF) dated August 16, 2017; wherein the requests for approval of a self-provisioned network was denied by USAC. (**Exhibit A**).

OAISD District's staff, representatives and service providers acted in good faith in their efforts to comply with the FCC's programmatic rules, procedures and deadlines for submitting the required E-rate forms and documents for FY2016 priority one non-recurring services to the USAC and should not be denied funds where strict adherence to the program rules is unfair, as it is in this case. Accordingly, OAISD, respectfully asks that the FCC waive the procedural denial for: "The products and services that were requested on your FCC Form 471 (Self-Provisioned Fiber Network) are substantially different than those requested on your FCC Form 470 (Dark Fiber Network). Program rules require applicants to make a bona fide request for services by filing an FCC Form 470. The services requested on your FCC Form 470 must describe the planned service requirements requested on your FCC Form 471." Since you did

not meet this Program requirement, the FRN must be denied in this case and grant this appeal for the reasons set forth herein.

The district and its representatives did their best to follow all the rules and guideline as set forth by USAC for bidding a SPF network. (**Exhibit B**); whereby USAC SPF representative sent an email dated March 4, 2016 stating that were no technical comments on the Form 470 or corresponding RFP (**Exhibit C**).

Whereas, there was no listed guidance in the FY2016 Eligible Products and Service List (**Exhibit D**) and unclear guidance provided on the USAC website. The reason for denial is that the Form 470 stated "Dark Fiber Build" under Function Other Description instead of Self-Provisioned Fiber. As stated in Exhibit B, this description was acceptable to the USAC representative whom USAC employed to review and contact each 470 applicant in regards to their 470 applications and corresponding RFP." There were no "Function" descriptions on the Form 470 for SPF request.

Whereas, the OAISD and it representatives followed all the competitive bidding requirements as required by USAC. The district completed an extensive review by USAC prior to receiving the denial and there were no other issues identified.

Whereas, USAC also stated in the denial, "You did not meet this Program requirement, the FRN must be denied," is inaccurate since the district used its best available description that was available at the time of the release of the Form 470.

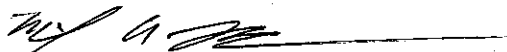
In summary, for FY2016 there were unclear procedures for submitting 470 applications for SPF networks and a failed USAC review process of submitted Form 470s and corresponding RFPs for SPF network build request. Since OAISD and its representatives acted in good faith to comply with all the FY2016 programmatic requirements, it would be unjust for the FCC to deny this "waiver request" and "appeal" for FY2016 Form 471 161045122, FRN 1699100473. Furthermore, the purpose of the SPF network is to provide adequate connectivity to a building that services a special education population and allow 21<sup>st</sup> Century technology for those students.

Consequently, failure to waive the FCC procedural deadline for the SPF network request and remand this FY2016 appeal to the USAC in this case would not serve the public's interest. Rather, it would create undue financial hardship for OAISD students and their community who are otherwise entitled to receive E-rate support pending this "waiver request" and "appeal", yet to be disbursed for payment. OAISD staff and representatives made significant efforts to follow the necessary requirements and merely were denied on an unclear mistrial/clerical error.

Respectfully, and on behalf of OAISD, an expeditious decision regarding this "waiver request" and "appeal" for immediate relief would be greatly appreciated.

Thank you for your consideration regarding this matter and for supporting OAISD, State of Michigan schools.

Sincerely,



Michael Rohwer  
Asst. Supt. Information, Technology and Security

Enc

## **LIST OF EXHIBITS**

**CC Docket No. 96-45**

**CC Docket No. 02-6**

**"WAIVER REQUEST"**

**"FY2016 APPEAL"**

**"Administrator's Decision on Self-Provisioned Fiber Network"**

**Ottawa Area Intermediate School District**

**BEN: 131536**

**Form 471 161045122**

- Exhibit A** USAC Appeal Denial FY16-471 161045122 #35735
- Exhibit B** Email from USAC RE: Ottawa Area ISD 470 Filing Status
- Exhibit C** 470 160027194 and RFP2-OAISDFY16
- Exhibit D** EligibleServicesList-2016

[Records / Appeals](#)

# FY16-471 161045122 - #35735

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## Appeal Information

[View Status \(-\)](#)

**Status** USAC issued a revised funding decision on 08/16/2017. Check your Newsfeed for the decision.

**Funding Year** 2016

**Submitting Organization** [OTTAWA AREA I S D \(BEN: 131536\)](#)

**Created By** Robert Rice

**Created On** 2/9/2017 8:27 AM EST

## Main Contact

**Name** Michael Rohwer

**Email** [mrohwer@oaisd.org](mailto:mrohwer@oaisd.org)

**Phone Number** 616-738-8940

## Narrative

DR1: The products and services that were requested on your FCC Form 471 (Self-Provisioned Fiber Network) are substantially different than those requested on your FCC Form 470 (Dark Fiber Network). Program rules require applicants to make a bona fide request for services by filing an FCC Form 470. The services requested on your FCC Form 470 must describe the planned service requirements requested on your FCC Form 471. Since you did not meet this Program requirement, the FRN must be denied.

The issue is the classification of the service on the Form 470 which was selected as "Dark Fiber". At the time the services were selected, there was no "Self-Provisioned Fiber Network" category available on the form 470 so the description that best fit the service was used. We are attaching an email from USAC consultant Joe Freddoso whereby he states: "I saw the Ottawa filing for the approximate .3 mile run between the main hub and a new facility. Everything looks great except that you did not honor the 28 day bidding window with the filing." Upon review, we did honor the 28 day window.

The RFP clearly indicated that the service request was for Self-Provisioned Fiber Network. It is unreasonable to deny the funding do to this error since USAC did not provided a proper classification on the Form 470 and there was clearly no rule violation. We therefore request that USAC reconsider the decision to deny the funding and reverse their decision. Also, the reason that "You did not meet this Program requirement, the FRN must be denied," is inaccurate since the best available description was used at the time of the release of the Form 470. One final note: the 471 went through an extension review process and it was clear that the USAC rules were followed for the competitive bid process.

## Appeal Details

**Decision appealed by applicant** FCC Form 471 Funding Commitment Decision

[View Supporting Documentation \(+\)](#)

Joe

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**From:** Bob Rice [bob@triple-r.us]  
**Sent:** Friday, March 04, 2016 11:46 AM  
**To:** Joe Freddoso; [mrohwer@oaisd.org](mailto:mrohwer@oaisd.org)  
**Subject:** RE: Ottawa Area ISD 470

Joe,

Just to clarify, the system shows allowable contract date of March 31<sup>st</sup>, is this not day 29 since the bid must be release for 28 days? Please confirm before I publish an addendum.

Thanks, Bob

Response from  
USAC



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**From:** Joe Freddoso [<mailto:JFreddoso@usac.org>]  
**Sent:** Friday, March 04, 2016 11:17 AM  
**To:** [bob@triple-r.us](mailto:bob@triple-r.us); [mrohwer@oaisd.org](mailto:mrohwer@oaisd.org)  
**Subject:** Ottawa Area ISD 470

Michael, Bob:

Hope you are doing well. As Bob knows, I am USAC's contracted dark fiber consultant. Part of my role is to review the daily 470 filings and make contact with applicants bidding a dark fiber option.

I saw the Ottawa filing for the approximate .3 mile run between the main hub and a new facility. Everything looks great except that you did not honor the 28 day bidding window with the filing. You set the due date for responses for March 30 and the 28 day window for 470's filed yesterday is March 31. I would either file and addendum to the 470 today changing the date to April 1 -- has to be 28 days from today or file a new 470. Bob I am sure can help with either.

I have no technical comments on the RFP and wish you luck in the bid.

Joe

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Version: 2016.0.7442 / Virus Database: 4537/11746 - Release Date: 03/04/16

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Version: 2016.0.7442 / Virus Database: 4537/11746 - Release Date: 03/04/16

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# FY16-470A - #160027194

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Please note: The following fields pull the most current data from the Contact User Profile and Applicant Entity Profile: Recipient(s) of Service, Contact Name, and Contact Phone Number. If you would like to review this FCC Form 470 with the data that was present upon certification, please navigate to the Generated Documents related dashboard on the left-hand side and click the Original Version document link.

## Application Information

Nickname	FY16-470A	Created Date	2/16/2016 10:15 AM EST
Application Number	160027194	Created By	Robert Rice
Funding Year	2016	Certified Date	3/3/2016 3:20 PM EST
Status	Certified	Certified By	Michael Rohwer
Allowable Contract Date	3/31/2016	Last Modified Date	3/3/2016 3:20 PM EST
		Last Modified By	Michael Rohwer

## Billed Entity Information

Name	OTTAWA AREA I S D	Billed Entity Number (BEN)	131536
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## Application Type and Recipients of Service

Applicant Type	School District	Number of Eligible Entities	0
Recipient(s) of Service	<input checked="" type="checkbox"/> Public School <input checked="" type="checkbox"/> Public School District		

## Contact Information

Name	Michael Rohwer	Phone Number	616-738-8940
Email	mrohwer@oaisd.org		

## Services Requested

### Category 1: Internet Access and/or Telecommunications

Type	Function	Function Other Description	Number Entities	Quantity	Unit	Min Capacity	Max Capacity	Installation and Initial Configuration?	Maintenanc Indicator
Internet Access and/or Telecommunications	Lit Fiber Service		1	1	Circuits	10 Gbps	10 Gbps	Yes	Yes
Internet Access and/or Telecommunications	Dark Fiber		1	1	Fiber Strands			Yes	Yes
Internet Access and/or Telecommunications	Other	Dark Fiber Build	1	1	Lines	10 Gbps	10 Gbps	Yes	Yes

There are no Services Requested For Category 2

## Installment Payments

Min Number Years	1	Payment Type	Annual
Max Number Years	4		

## Technical Contact Information

A technical contact has not been indicated

## State or Local Procurement Requirements

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State or Local Procurement Requirements have not been indicated



# **Ottawa Area ISD**

13565 Port Sheldon Street  
Holland, MI 49424

## **Request for Proposals**

### **Structured Cabling**

**Request For Proposal Year: 2016/17**

**FY2016 E-Rate FORM 470 – 160027194**

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**School District Contact:**

Michael Rohwer, Director of Technology  
Technology Department  
Phone: 616.738.8940  
E-mail: [mrohwer@oaisd.org](mailto:mrohwer@oaisd.org)

---

**Prepared by:**

Triple R Consultants  
P.O. Box 302  
South Lyon, MI 48178  
Phone: 810.923.9290  
E-mail: [bob@triple-r.us](mailto:bob@triple-r.us)

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## REQUEST FOR PROPOSALS – STRUCTURED CABLING

### 1.0.0 **INVITATION TO BID**

#### 1.1.0 **BID ACCEPTANCE**

Ottawa Area ISD, hereby known as “District”, will accept sealed responses (“Bids”) to this Request for Proposals (RFP) for Structured Cabling projects which comply with the Invitation to Bid, Bidder Instructions, General Conditions, Universal Service Fund (USF) Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, and Products and Services Specifications set forth below and submitted to the District at the following address:

**Ottawa Area ISD  
Educational Services Building – Attention: Michael Rohwer  
13565 Port Sheldon Street  
Holland, MI 49424**

#### 1.2.0 **INTENT TO BID FORM**

All Bidders must complete and submit the Intent to Bid Form, Appendix A, no later than March 10, 2016. The Bidder shall be responsible for the timely delivery of the Intent to Bid Form. The Bidder shall make no additional stipulations on the Intent to Bid Form or qualify their Bid in any other manner.

#### 1.3.0 **FACILITIES/BUILDING WALKTHROUGH**

All Bidders are encouraged to attend a walkthrough meeting at the facilities and buildings where the structured cabling will be installed. The walkthrough meeting will begin promptly at the time specified whereby any/or all questions regarding the structured cabling project will be answered by the District. The walkthrough meeting is scheduled for **10:00A.M. on March 10, 2016 at COAH, 100 Pine St #175, Zeeland, MI 49464**.

### 2.0.0 **BIDDER INSTRUCTIONS**

#### 2.1.0 **BID OPENING**

All Bid responses to this RFP must be in triplicate in a sealed opaque envelope labeled as follows: ***Structured Cabling - FY2016 USF Bid and 2:00 P.M., March 30, 2016***

**2.1.1** No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.

**2.1.2** No Bids will be considered after **2:00 P.M., March 30, 2016**.

**2.1.3** The Bidder shall be responsible for the timely delivery of the Bid; the District shall not be liable to any Bidder for any delivery or postal delays and postmarking to the bid opening date will not substitute for receipt of the Bid

**2.1.4** All timely submitted Bids received by the District will be opened at the **Educational Services Building, 13565 Port Sheldon Street, Holland, MI 49424, at 2:00 P.M., March 30, 2016** for recommendation to the Board of Education at a future regularly scheduled meeting.

**2.1.5** If the District is closed due to unforeseen circumstances on the bid opening date, Bids will be due on the next day that the District is open.

#### 2.2.0 **BID BONDS**

The Bidder shall submit a five percent (5%) Bid Bond, of the total base Bid price, made payable to Ottawa Area ISD, with the sealed Bid. Any Bids received without a Bid Bond will be rejected by the District.

#### 2.3.0 **CLARIFICATIONS AND CORRECTIONS**

Direct any and all questions regarding this RFP by email to: **Michael Rohwer, Ottawa Area ISD, at: mrohwer@oaisd.org**. The resulting answers, along with the questions shall, be forwarded to all Bidders who have properly submitted the Intent to Bid Form, and posted on the USAC EPC website.

## 2.4.0 GENERAL REQUIREMENTS

- 2.4.1 The District or its representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentation of the Bid response.
- 2.4.2 This RFP for Structured Cabling is not an offer to enter into a contract, but rather a solicitation for Bids.
- 2.4.3 The Bidder shall supply, upon request, samples and/or brochures of the proposed materials and equipment with the Bid.
- 2.4.4 There are no drawings associated with this RFP.
- 2.4.5 The District reserves the right to reject Bids submitted without a five percent (5%) Bid Bond, signed Bid Signature Page, Bill of Materials, Familial Disclosure Affidavit, Iran Linked Business Affidavit, and list of four (4) references.

## 2.5.0 BID IDENTIFICATION REQUIREMENTS

The Bid shall include the full legal name of the Bidder, its business address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, corporation, or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

- 2.5.1 The Bidder shall complete and submit, along with the Bid, a Bid Signature Page, Appendix B, in long hand, in ink, by an authorized representative.
- 2.5.2 The Bidder shall complete and submit, along with the Bid, a Bill of Materials, Appendix C, summarizing the details of the Bid.
- 2.5.3 The submitted Bid shall include a Familial Disclosure Affidavit form, Appendix D, which is properly completed, signed by an authorized representative of the Bidder and notarized with an affixed, raised notary seal.
- 2.5.4 The submitted Bid shall include a list of at least four (4) references, one (1) of which must be a school or school district, for similar work performed within the past three (3) years.
- 2.5.5 The Bid shall be accompanied by a sworn and notarized affidavit that represents and warrants that the bidder, including its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the applicable Michigan Public Act No. 517 of 2012, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an "Iran Linked Business" at any time during the course of performing under the contract. The Board of Education will not accept a Bid that does not include the sworn and notarized Iran Linked Affidavit, Appendix E. Bids in non-compliance with this request are subject to rejection.

## 2.6.0 BLUEPRINTS AND DRAWINGS

Blueprints and/or drawings of the facilities will be made available to the Bidder by the District in the following manner:

- 2.6.1 There are no drawings associated with this project.

## 2.7.0 DEFINITIONS

The foregoing definitions are made available for the purpose of this Request for Proposals (RFP) only.

- 2.7.1 **District** – Ottawa Area ISD
- 2.7.2 **Bidder(s)** – Business Entities and/or Person(s) submitting the Bid.
- 2.7.3 **Bid(s)** – A complete and properly executed proposal to perform the Scope of Work, or designated portion thereof, for the sums stated within the Bid.
- 2.7.4 **Base Bid** – The sum stated in the Bid for which the Bidder offers to perform the Scope of Work wherein work may be added or subtracted for sums stated in the Alternate Bid, if any.
- 2.7.5 **Alternate Bid** – An amount stated in the Bid to be added or subtracted from the amount of the Base Bid, if said change in the Scope of Work, method of construction and/or materials is accepted by the District.

**2.7.6 Selected Vendor/Contractor** – The Bidder(s) receiving formal notice of acceptance of his/her Bid(s) and has been duly served by an officer *or* agent of the District duly authorized to give such notice.

### **3.0.0 GENERAL CONDITIONS**

#### **3.1.0 RIGHTS OF ACCEPTANCE OR REJECTION**

The District's Board of Education reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the District.

#### **3.2.0 QUALIFICATION OF BIDDERS**

For the purpose of assuring the District of the quality of workmanship, materials, products and/or services, the Board of Education will retain the right and has complete discretion to qualify or disqualify any Bidders on the basis of available information concerning the Bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid as described in sections 3.4.0 and 3.5.0. **Each Bidder, by submitting a Bid, represents that:**

**3.2.1** The Bidder has read and understands all the Bid requirements, conditions and specifications contained herein.

**3.2.2** The Bidder has the option to visit the District work site and familiarized themselves with the local conditions under which the work is to be performed.

**3.2.3** The Bid is based upon the materials, systems and equipment described, without exception, in all Bid documents supplied by the District.

#### **3.3.0 VARIANCE AND PRICE**

Any variance from the specifications in section 8.0.0 of this RFP must be fully explained in writing by the Bidder. All prices quoted in the Bid must be on a unit price basis and include the total price. The price of an item or unit of a given product as promised in a Bid cannot be changed by the service provider regardless of whether the District changes the quantity of the item or unit needed.

#### **3.4.0 MANUFACTURER(S) BRANDS/MODEL NUMBERS**

The naming of a manufacturer(s), brand or model number will not be considered as excluding other brands or model numbers for purposes of later providing the products as promised in the Bid. Specifically, similar products with comparable construction, material and workmanship will be considered as equal. Notwithstanding, the Board of Education of the District has complete discretion to evaluate the merits of all Bids submitted and can take into consideration the brand and/or model numbers set forth in the Bids.

#### **3.5.0 MANUFACTURER(S) SUBSTITUTIONS**

Any substitution from the specified products and/or services by the manufacturer(s) is acceptable if at no additional cost to the District and approved by an authorized district representative prior to placing the order for said products and/or services. The District reserves the right to refuse any and all manufacturer(s) substituted products and/or services.

#### **3.6.0 MANUFACTURER(S) DISCOUNTS**

The District reserves the right to receive any and all manufacturer(s) price reductions, discounts or rebates that are received by the selected vendor/contractor for the specified products and/or services. The selected vendor/contractor agrees to pass any and all cost savings from the manufacturer(s) for the specified products and/or services to the District by way of a setoff of monies owed or refund of monies paid by the District.

#### **3.7.0 CLEAN-UP**

The selected vendor/contractor must, at all times, keep the premises free from accumulations of waste materials, caused by the work; and upon completing the work, must remove all work related rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the District may remove the rubbish and charge the cost to the selected vendor/contractor.

#### **3.8.0 ROYALTIES AND PATENTS**

The selected vendor/contractor must pay for all royalties, copyright, trademark and patents and must defend all suits for claims or infringements on copyrights, trademarks and/or patent rights and shall indemnify and hold the District harmless from any and all claims and/or loss related to claims and/or infringements on copyrights, trademarks and/or patent rights, including reasonable attorney fees and costs incurred by the District.

**3.9.0 ADDENDA**

Any clarifications or modifications to the specifications for the RFP will be issued by the District in the form of an addendum. Any addendum issued during the bidding time will become part of the specifications and a copy will be sent to all Bidders as set forth in section 2.3.0.

**3.9.1** No verbal statements by the District will be considered as binding or enforceable against the District.

**3.9.2** No requests for clarifications or modifications will be processed within four (4) days immediately prior to the Bid opening date.

**3.10.0 FEDERAL, STATE AND LOCAL TAXES**

All products and/or services furnished by the selected vendor/contractor must comply with all applicable federal, state and local codes, and regulations. All Bids must include, and the selected vendor/contractor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The District reserves the right to require evidence of such tax payments prior to final payment of the contract. The District is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the Bid.

**3.11.0 PROJECT IMPLEMENTATION**

The selected vendor/contractor shall have sufficient resources in order to complete the project within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the Timeline Requirements in section 6.0.0 of this RFP.

**3.12.0 NO DISCRIMINATION**

The selected vendor/contractor and their subcontractors are required not to discriminate against any employee or applicant for employment, to be employed in the performance of the Bid, with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a legitimate occupational qualification. Violation of this requirement may be regarded as a material breach of the Michigan Fair Employment Practices Act and may be subject to prosecution.

**3.13.0 NO SMOKING POLICY**

The District adheres to a mandatory no smoking policy on school premises and/or at school functions. All Bidders shall comply with this no smoking policy.

**3.14.0 PRODUCTS AND SERVICES SPECIFICATIONS**

It is the intent of the specifications in section 8.0.0 of this RFP to define the minimum acceptable quality of products and/or services. The product line must be of known quality from a nationally recognized manufacturer(s) who regularly advertises, promotes and distributes products and services to the school market.

**3.15.0 VARIATIONS FROM SPECIFICATIONS**

All variations from the specified products and/or services, section 8.0.0, must be fully explained and included with the Bid. Manufacturer(s) Brands must be used in all cases.

**3.15.1** The District reserves the right to increase or decrease quantities, or modify the specifications.

**3.15.2** The selected vendor/contractor shall agree to a written modification of the terms of its original Bid within five (5) business days of receiving written notification of the increase or decrease in quantities, or modification of the specifications.

**3.16.0 PARTIAL BIDS**

Partial Bids will be considered, where appropriate.

**3.17.0 CANCELLATIONS**

The District reserves the right of cancellation for non-performance of the terms specified in the awarded contract.

**3.18.0 WITHDRAWAL OF BIDS**

Upon presentation of proper identification, any Bidder may withdraw his/her Bid at any time prior to the scheduled Bid Opening date and time, section 2.1.0. No Bid shall be withdrawn for a period of ninety (90) days after the Bid Opening date and time.

**3.19.0 BID EVALUATIONS**

Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the District, vendor/contractor reliability, warranties and familiarity with the projects and the facilities of the District.

- 3.19.1** It is the intent of the District to award the contract to the Bidder submitting the “best” cost effective Bid for the project; provided the Bid has been properly submitted and delivered, including all required documentation herewith, and considered reasonable in price.
- 3.19.2** Price being the primary factor, consideration, other than price alone, shall be used in determining the most successful Bid; technical experience, local service and support, and experience in educational environments are used to perform the District’s Bid evaluations.
- 3.19.3** The Board of Education of the District will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.

**3.20.0 NOTICE OF AWARD**

The Bidder will be deemed as having been awarded when the formal notice of acceptance of his/her Bid has been duly served upon the intended awardees by an officer, or agent, of the District duly authorized to give such notice.

#### **4.0.0 UNIVERSAL SERVICE FUND (USF) CONDITIONS**

##### **4.1.0 IDENTIFICATION NUMBER**

The service provider's USF Service Provider Identification Number (SPIN) *must* be included in the Bid. Direct all questions regarding the USF requirements in this RFP to the Universal Service Administrative Company (USAC), Schools and Library Division (SLD) at (888) 203-8100.

##### **4.2.0 FY2016 FUNDING REQUESTS**

The specified products and/or services are to be provided for FY2016 (July 1, 2016-June 30, 2017) and must qualify for universal service discounts under the FY2016 universal service support mechanism, E-Rate. The *E-rate Modernization Order* permits applicants to seek support for Category 2 eligible non-recurring services purchased on or after April 1, three months prior to the start of the funding year on July 1. No invoices to USAC/SLD will be DATED or PAID before July 1, 2016.

##### **4.3.0 UNIVERSAL SERVICE DISCOUNTS**

The service provider contract is conditional upon the District receiving universal service discounts under the FY2016 universal service support mechanism, E-Rate. The District reserves the unrestricted right to reduce the contract amount by reducing the amount of services and/or products in order to meet budget requirements in the event the level of the universal service discounts is reduced. Any such reductions to the contract amount will be taken prior to the start of the specific work being reduced or eliminated on a given building and/or project.

##### **4.4.0 UNIVERSAL SERVICE DISCOUNT IMPLEMENTATION**

The District reserves the unrestricted right to specify the filing option for the universal service discounts for each product and/or service offered within a Bid: Billed Entity Applicant Reimbursement (BEAR) *or* Service Provider Invoice (SPI).

##### **4.5.0 ELIGIBLE PRODUCTS AND SERVICES**

The USF eligible products and/or services identified on the USAC FY2016 Eligible Services List, which is incorporated herein by reference, must be identified separately from any and all "ineligible" products and/or services in the Bid.

##### **4.6.0 PROJECT FUNDING REQUIREMENTS**

This project is entirely conditional upon receiving written notification in the form of a Funding Commitment Decision Letter from the USAC/SLD that the District has been approved for E-Rate Funding. If the District receives less than the full E-Rate Funding for which it applies, the District has the unrestricted right to reduce the number of units and services in the accepted Bid. In the event that E-Rate Funding is not available for the accepted Bid, District, in its discretion, may cancel and/or modify the Scope of Work (SOW) and subsequent purchases requested in this RFP.

##### **4.7.0 LOWEST CORRESPONDING PRICE**

Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-rate applicant for similar services. Service Providers cannot charge E-rate applicants a price above the Lowest Corresponding Price (LCP) and must actually charge the rate that is the LCP, not just offer the LCP in the Bid. In addition, promotional rates offered by a Service Provider for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.



## 5.0.0 **SCOPE OF WORK**

### 5.1.0 **GENERAL DESCRIPTION**

The general description of the Scope of Work (SOW) for this project is to provide the District with Structured Cabling at one (1) school building. In addition to the forgoing SOW, all Bids must comply with all sections of this RFP and the Products and Services Specifications set forth in sections 8.0.0 through 11.0.0.

### 5.2.0 **FACILITIES/LOCATIONS**

Building Name	Address	City	State	Zip
COAH	100 Pine St #175	Zeeland	MI	49464

### 5.3.0 **OVERVIEW**

The Ottawa Area ISD is opening a new building and request fiber optic cabling be installed between the building and Zeeland Christian School which is located at 334 W. Central Avenue, Zeeland, MI 49464.

### 5.4.0 **GENERAL SCOPE**

The district would prefer that the fiber cable is buried between the two sites but will also consider aerial proposals.

**5.4.1** All cables will be pulled utilizing current common and accepted practices. It will be the Contractor's responsibility to ensure that all pulling will be done to insure that no cuts, kinks, or other damage is inflicted upon the cables. Any and all damage must be reported immediately to the District's representative for review and determination of course of action. Any damage caused by negligence on the Contractor's part will be their sole responsibility for replacement of the cable if necessary.

### 5.5.0 **VENDOR/CONTRACTOR RESPONSIBILITY**

It shall be the responsibility of the selected vendor/contractor to provide the configuration and system quantities to all locations stated herein. The intentional or accidental omission of necessary component(s) or system(s) shall require the selected vendor/contractor to supply said missing component(s) or system(s) at no cost to the District. The District and any Consultants associated with this RFP are not responsible for any omission, failure to detect any requirement, or any other condition required to complete the Scope of Work. **The awarded Bidder shall:**

- 5.5.1** Meet jointly with representatives of the District to exchange information and agree on details of equipment arrangements and installation interfaces for a structured cabling project.
- 5.5.2** The Contractor is responsible for any required permits, fees, notices, etc., for any Federal, State, or local government agency having jurisdiction over the project. Including but not limited to Pole Make Ready Fees, Pole Attachment Fees and Miss Dig Fees.
- 5.5.3** The Contractor shall be responsible for maintaining an environment in compliance with all rules, regulations, and codes covering an occupied school facility.
- 5.5.4** The successful Contractor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base bid.
- 5.5.5** No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup and training.
- 5.5.6** The contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the contractor must obtain written prior approval from the Owner for activities or duties to take place at the Owner site. In using subcontractors, the Contractor agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Contractor.
- 5.5.7** Have sufficient resources in order to complete the SOW within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to complete the SOW within the specified timeframe.

- 5.5.8** Furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the structured cabling system installed at the District.
- 5.5.9** Furnish, install, and terminate data jacks at each location according to the Product and Services Specifications and as shown on the supplied existing blueprints/drawings.
- 5.5.10** Abate any existing cable in each building, where applicable, and will properly dispose of such cable at the Bidder's expense.
- 5.5.11** Install all cable in accordance with the Product and Services Specifications and/or manufacturer's recommendations and best industry practices.
- 5.5.12** Develop and submit for approval a labeling system for the cable installation. At a minimum, the labeling system shall clearly identify all components of the system; racks, cables, panels, and outlets.
- 5.5.13** Test (100%) all cables and termination hardware for defects in installation and to verify cable performance under installed conditions.
- 5.5.14** Install a fire stop system in accordance with the specifications and/or manufacturer's recommendations which shall be completely installed and available for inspection by the local inspection authorities prior to cabling system acceptance.
- 5.5.15** Provide installation, administration, testing, and "As-Built" documentation required from and/or maintained by the selected vendor/contractor during the course of the entire cabling installation project.
- 5.5.16** Provide a written guarantee/warranty covering the installed cabling system against defects in workmanship, components, and performance, and follow-on support after project completion for a period of fifteen (15) years.

## **6.0.0 TIMELINE REQUIREMENTS**

### **6.1.0 PROJECT TIMELINE**

The selected vendor/contractor shall have sufficient resources in order to complete the SOW, section 5.0.0, within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements for completing the entire project. The District is expecting the project to be completed in accordance with the following Project Timeline:

<b>RFP available on-line or for pickup .....</b>	<b>[March 2, 2016]</b>
<b>Drawings are included as part of this RFP.....</b>	<b>[NA]</b>
<b>Walk Through.....</b>	<b>[10:00 a.m.].....[March 10, 2016]</b>
<b>Sealed Bids Due .....</b>	<b>[2:00p.m.].....[March 30, 2016]</b>
<b>Sealed Bids Opened .....</b>	<b>[2:00p.m.].....[March 30, 2016]</b>
<b>Board Approval.....</b>	<b>[April 21, 2016]</b>
<b>Sign Contracts/approve Implementation Schedule .....</b>	<b>[April 22, 2016]</b>
<b>Installation Begins .....</b>	<b>[July 1, 2016]</b>
<b>Installation Complete .....</b>	<b>[August 15, 2016]</b>

### **6.2.0 SCOPE OF WORK SCHEDULES**

If and when the school buildings specified in the SOW are occupied with students and school is in session, the selected vendor/contractor is expected to perform the project after school hours and without any additional costs to the District. Areas of the school buildings that are otherwise unoccupied with students and whereby instruction is not disturbed, the selected vendor/contractor may perform the SOW with prior written authorization from the District.

### **6.3.0 PROJECT IMPLEMENTATION SCHEDULES**

All Bidders shall provide the District with a project implementation schedule that adheres to the timeline requirements stated above, section 6.1.0. Further, the project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the SOW without disruption to school building instruction, activities and meetings. This said project implementation schedule must be agreed upon by both the vendor/contractor and the District and shall be incorporated as part of the awarded contract.

## **7.0.0 AWARDED CONTRACT REQUIREMENTS**

### **7.1.0 CONTRACT EXECUTION**

The Bidder shall render, deliver and execute the awarded contract within ten (10) days of being notified that the Bid is accepted and that the selected vendor/contractor is awarded a contract to perform the SOW in accordance with all terms and conditions contained herein. The awarded contract must be SIGNED and DATED by both the District and the awarded vendor/contractor prior to start of any work and in compliance with, section 4.6.0.

### **7.2.0 SEPARATE CONTRACTS**

The District reserves the unrestricted right to award different portions of the project, as broken out in the Bill of Materials, Appendix C, to separate vendors/contractors as separate contracts. Said separate contracts shall be based on the District's evaluation and interpretation of the "most cost effective" means for the District to complete the SOW for this project.

### **7.3.0 CHANGES TO SCOPE OF WORK**

The District, without invalidating the Contract, may order changes within the SOW consisting of additions, deletions, and/or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All said changes in the SOW shall be authorized by written "Change Order(s)", signed by the District, and will be executed under applicable condition of contract documents.

**7.3.1** The Contract Sum and The Contract Time may be changed only in writing.

**7.3.2** The cost or credit to the District from all "Change Order(s)" shall be determined by mutual, written, agreement.

**7.3.3** The District will not pay invoices for work performed by verbal authorization.

### **7.4.0 PERFORMANCE BOND REQUIREMENTS**

The Bidder shall furnish a Performance Bond covering the faithful performance of the awarded contract and a labor and material payment Bond in the TOTAL amount of the Bid in such form and with such sureties as the District shall approve, which such approval will not be unreasonably withheld. If the selected vendor/contractor defaults, neglects or fails to perform any provisions of the awarded contract, the District may, at its discretion, and after seven (7) days written notice to the selected vendor/contractor, notify the bonding company that the selected vendor/contractor is in default.

**7.4.1** The selected vendor/contractor shall provide, and present with the sealed Bid, a bid bond or cashier's check in the amount equaling five percent (5%) of the Bid total.

**7.4.2** The selected vendor/contractor shall provide, and maintain in force, a bond with surety, and on forms approved by the District in the amount of one-hundred percent (100%) of the contract amount that the selected vendor/contractor shall promptly and faithfully perform all obligations under the awarded contract.

**7.4.3** The selected vendor/contractor shall provide and maintain, in force, a bond with Surety and on forms approved by the District that selected vendor/contractor shall make payment to all claimants for all labor and material used or reasonably required for use in the performance of the awarded contract.

**7.4.4** Final Bid price may not exclude costs to secure or hold performance or bid bonds.

### **7.5.0 TERMINATION OF AWARDED CONTRACTS**

If the selected vendor/contractor defaults or neglects to carry out the SOW and sections referenced therein, in accordance with the awarded contract and/or fails to perform any provision of the awarded contract, the District may, after seven (7) days' written notice to the selected vendor/contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the selected vendor/contractor or, at its option, may terminate the awarded contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the selected vendor/contractor and may finish the project by whatever method it may deem expedient. If such expense exceeds such awarded contract price, the selected vendor/contractor shall pay the difference to the District.

**7.6.0 EMPLOYMENT PRACTICES**

The selected vendor/contractor, by signing a contract, agrees to comply with the provision of the State of Michigan policy regarding "Non-Discrimination of Employment", section 3.12.0.

**The selected vendor/contractor shall also:**

- 7.6.1** Provide all selected vendor/contractor employees with picture ID.
- 7.6.2** Upon arrival and departure, have all employees sign in and out at the main office for each school building location.
- 7.6.3** Supply the District, by email, weekly work schedules no later than the Wednesday of the preceding week. Failure to do so may result in the schedule being rejected by the District.

**7.7.0 SELECTED VENDOR/CONTRACTOR PERFORMANCE**

The selected vendor/contractor will be responsible for construction means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the SOW, section 5.0.0, and the Timeline Requirements, section 6.0.0. **The selected vendor/contractor shall also:**

- 7.7.1** Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the SOW.
- 7.7.2** At all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the tasks assigned to them.
- 7.7.3** Give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work performed.
- 7.7.4** Be responsible for the acts and omissions of all his employees and all Subcontractors, if any, their agents and employees and all other persons performing any of the work under a contract with the selected vendor/contractor.

**7.8.0 SUBCONTRACTOR PERFORMANCE**

A Subcontractor is a person, firm, company or corporation who has a contract with the Bidder to perform any work for completing the project. The awarded Bidder shall be responsible for the actions, inactions, and work performed by the subcontractor. Contracts between the Bidder and the subcontractor shall be in accordance with the terms of the awarded contract by the District to complete the SOW, section 5.0.0. The selected Bidder shall furnish to the District, in writing, a list of any/all subcontractors proposed to perform any part or portion of the SOW to complete the project. The selected Bidder shall not employ any subcontractor to whom the District objects and may withdraw their Bid or submit an acceptable substitute.

**7.9.0 SUPPLEMENTAL INFORMATION REQUESTS**

The Bidder shall be prepared to provide the District, within ten (10) days of being notified of the awarded contract, the names of the suppliers for the equipment and materials used to complete the work. **The District may request any and all Bidders to also submit, within ten (10) days of being notified, the following:**

- 7.9.1** The Bidder's performance record(s).
- 7.9.2** An itemized list of the Bidder's equipment, plant and personnel.
- 7.9.3** The Bidder's financial statement(s).
- 7.9.4** A description of any project, which the Bidder has completed in a satisfactory manner.
- 7.9.5** Any additional information that will satisfy the District that the Bidder is adequately situated and able to fulfill the terms of the proposed contract.
- 7.9.6** A description of any other project(s) that will be performed simultaneously with the District's project(s).
- 7.9.7** A statement regarding any past, present or pending litigation for contracted products and services.

**7.10.0 INSPECTIONS**

The District and its agents have the right to inspect the selected vendor/contractor's work periodically to determine that proper materials were used and that the progress and quality of work completed is in accordance with the contract.

- 7.10.1** Prior to the start of the projects, the selected vendor/contractor will have materials on site and available for inspection by the District's designated authorized representative.
- 7.10.2** All equipment used for the project must be in compliance with the specified part numbers contained in the successful Bid.
- 7.10.3** Prior to completion of the work, all ceiling tiles will be left open until the District has inspected the work. After said inspections, the selected vendor/contractor will replace all ceiling tiles.

**7.11.0 INVOICE/PAYMENT REQUIREMENTS**

Invoicing for payment(s) will be made 100% upon completion of the SOW and acceptance by the District. All invoices must be in compliance with the USF E-Rate Conditions, section 4.6.0. No invoices will be DATED or PAID before July 1, 2016. **Payments will be paid NET 30 days AFTER:**

- 7.11.1** Acceptance by the District of "AS-BUILT" diagram(s) in both paper and electronic copy, preferably Microsoft Visio.
- 7.11.2** The selected vendor/contractor will submit proof of performance by submitting to the District, in both paper and electronic copy, cable certification testing results. Certification testing will be performed and documented using appropriate electronic tester(s) (i.e. Fluke) at a minimum of 250 MHz whereby each cable shall pass all Category 6 testing specifications.
- 7.11.3** When applying for payments, the selected vendor/contractor shall submit to the District an itemized invoice based upon the installation schedule and supporting documentation required herein.
- 7.11.4** The project shall be considered complete when the SOW has been completed, accepted by the District and the following items are furnished; a) required guarantees, b) waivers of lien submitted showing all payrolls, material bills and other indebtedness connected with the project have been paid. The selected vendor/contractor must submit both a) and b) before the final payment is requested.
- 7.11.5** Payment may be withheld by the District for; a) defective work not remedied, b) claims filed and unresolved, c) failure of the selected vendor/contractor to properly pay for labor, materials or equipment, or proper payment to Subcontractors, and/or d) damages to the District or another Contractor.

**7.12.0 GUARANTEES**

The selected vendor(s)/contractor(s) must furnish the District a written guarantee of the services and/or products provided to the district for, at least, three (3) years after the final payment covering all workmanship and materials specified in the contract. Any defects in workmanship or materials for which a claim is submitted by the District within the three (3) year period must be corrected or replaced within thirty (30) days.

**7.13.0 WARRANTIES**

The selected vendor/contractor(s) must furnish the District written warranty documentation. This warranty documentation shall include cable and connectivity components and have one (1) point of contact person for all cabling system issues, where applicable.

- 7.13.1** The selected vendor/contractor must warrant that all materials and supplies incorporated within the Bid, is new, unless otherwise specified, and that all work performed will be of good quality, free from faults and defects, and in adherence to the Product and Services Specifications in this RFP.
- 7.13.2** The warranty shall provide a complete system warranty to guarantee an end-to-end high performance cabling system that meets the system application requirements. The cabling system shall be warranted under this provision for fifteen (15) years.
- 7.13.3** If the manufacturer repairs any product under the warranty, they may use new or reconditioned replacement parts. If the manufacturer replaces the product under the warranty, they may replace it with a new or reconditioned product of similar or same design.

**7.13.4** Any such repairs or replacement by the manufacturer will be warranted for either a) ninety (90) days or b) the remainder of the original fifteen (15) year warranty period, whichever is longer.

**7.14.0 CORRECTION OF WORK**

The selected vendor/contractor shall correct any work that fails to conform to the requirements of the awarded contract where such failures or any defects is due to faulty materials, equipment or workmanship which appear within a period of three (3) years from the date of completion of the contract *or* within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract. These provisions apply to all work performed by employees of the selected vendor/contractor and any Subcontractors.

**7.15.0 RIGHT TO REJECT OR STOP THE WORK**

The District may reject work which does not conform to the Bid or awarded contract specifications. If the selected vendor/contractor fails to correct any defective work or fails to supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the District may order the selected vendor/contractor to stop all work, or any portion thereof, until the cause for such order has been eliminated.

**7.16.0 INDEMNIFICATION**

The selected vendor/contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fee arising out of or resulting from the performance of the project; provided that any such claim, damage, loss or expense is attributable to a) bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting from and b) is caused in whole or in part by any act or omission of the selected vendor/contractor, and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the District or any of its agents or employees, by any employee of the selected vendor/contractor, and/or Subcontractor, anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the selected vendor/contractor and/or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

**7.17.0 FORCE MAJEURE**

Except for the District's obligation to pay the selected vendor/contractor, neither party shall be liable for any failure to perform its obligations under the awarded contract or any SOW if prevented from doing so by a cause or causes beyond its control, including without limitations, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

**7.18.0 LIABILITY REQUIREMENTS**

The selected vendor/contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the project. The selected vendor/contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the project and other persons who may be affected thereby, 2) all the SOW and all materials and equipment to be incorporated therein, and 3) other property at the site or adjacent thereto.

**7.18.1** The selected vendor/contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

**7.18.2** All damage or loss to any property caused in whole or in part by the selected vendor/contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the selected vendor/contractor, except damage or loss attributable to the fault or negligence of the District.

**7.19.0 INSURANCE REQUIREMENTS**

No work connected with this project may start until the selected vendor/contractor has submitted a Certificate of Insurance executed by the selected vendor/contractor's insurance carrier showing required insurance coverage **and Ottawa Area ISD is named as additional insured on said policy**. An endorsement or statement waiving the right of cancellation or reduction in coverage, unless thirty (30) days prior written notice is given to the District by registered or certified mail, shall be included. **As a condition of performing work as a vendor/contractor, you must provide the District with satisfactory evidence of insurance coverage's as follows:**

- 7.19.1** Workers Compensation and Employer's Liability Insurance covering your statutory obligations in the State of Michigan.
- 7.19.2** Automobile Liability Insurance with a limit of \$1,000,000 per accident covering your owned, non-owned and hired automobiles.
- 7.19.3** Commercial General Liability Insurance written on an OCCURRENCE policy form includes coverage's for your operations, personal injury, XCU (explosion, collapse and underground), independent Contractors, contractual and products-completed operations with limits of liability as follows:
  - 7.19.3.1** If your policy is written on the 1986 ISO Simplified form, minimum limits are as follows:
    - \$1,000,000 Occurrence
    - \$2,000,000 General Aggregate
    - \$2,000,000 Product-Completed Operations Aggregate

If your policy's general aggregate is per job, then a \$1 million limit of liability is acceptable for the general aggregate and the products-completed operations aggregate.
  - 7.19.3.2** If your policy is written on a form other than the 1986 ISO Simplified form, minimum limits are as follows:
    - \$1,000,000 Occurrence (bodily injury & property damage combined)
    - \$1,000,000 Aggregate (applicable to products-completed operations only)
  - 7.19.3.3** Products-completed operations liability must be maintained for not less than one (1) year after acceptance of completion of your work.
- 7.19.4** Evidence of your insurance coverage's, required herein, is to be provided to the District on Accord Certificate form 25 or 25-S and must indicate the following:
  - 7.19.4.1** That your Commercial General Liability insurance policy includes coverage's for items specified in 7.19.3 above.
  - 7.19.4.2** A "Best" rating for each of your insurance carriers at B+ VII or better.
  - 7.19.4.3** That the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed.
  - 7.19.4.4** That Ottawa Area ISD are additional insured on the General Liability policy certificate.
  - 7.19.4.5** Any deviations in coverage provided by the Standard 1986 ISO Simplified General Liability policy form, and any deductible over \$1,000 applicable to any coverage.
  - 7.19.4.6** General Liability and Auto Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess policies.
  - 7.19.4.7** The District does not carry theft, glass breakage, or builders risk insurance. The selected vendor/contractor will make arrangements if these coverage's are desired. The selected vendor/contractor must provide an Installation Floater for the value of the contract to protect the District. The selected vendor/contractor must furnish to the District, a binder certifying each insurance policy required.

## **7.20.0 MISCELLANEOUS CONTRACT PROVISIONS**

The awarded contract will be governed by the laws of the State of Michigan. The selected vendor/contractor shall not assign the contract or sublet it or portions thereof without the written consent of the authorized District representative.

## **PRODUCTS AND SERVICES SPECIFICATIONS**

### **8.0.0 STRUCTURED CABLING SPECIFICATIONS**

#### **8.1.0 INTRODUCTION**

These Product and Services Specifications provide the Bidder with the structured cabling requirements for all **fiber cabling** projects requested by the District in this RFP. The intent of the structured cabling specifications is to provide relevant information that allows the Bidder to bid the labor, supervision, tooling, materials, and miscellaneous mounting hardware and consumables to install a complete structured cabling system.

**8.1.1** The selected vendor/contractor is responsible for proposing any and all items required for a complete structured cabling system even though it may not be identified in the specifications incorporated herein, drawings and/or Bill of Materials attached with the Bid.

**8.1.2** The successful Bidder shall meet or exceed all requirements for the cabling system described in this RFP and any Bid attachment documents provided by the District.

**8.1.3** If, for any reason, any Bid attachment document is in conflict with the details in the specifications herein this RFP, the forgoing written specification shall take precedence.

#### **8.2.0 APPLICABLE DOCUMENTS**

The structured cabling system described within the specifications is derived, in part, from the recommendations in industry standard manuals and documents. The Bidder is responsible for determining and adhering to the most recent release of applicable documents when developing their proposal for the structured cabling installation. The following list of applicable documents has influence on the desired cabling infrastructure and incorporated herein by reference.

1. BICSI Telecommunications Distribution Methods Manual
2. BICSI Cabling Installation Manual
3. BICSI LAN Design Manual
4. CSI MasterFormat 2004 Edition – Division 27 – Communications
5. TIA/EIA-568-B.1 – Commercial Building Telecommunications Cabling Standard Part 1: General Requirements
6. TIA/EIA-568-B.2 – Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted-Pair Cabling Components
7. TIA/EIA-568-B.3 – Commercial Building Telecommunications Cabling Standard Part 3: Optical Fiber Cabling Components
8. TIA/EIA-569-B – Commercial Building Standard for Telecommunications Pathways and Spaces
9. TIA/EIA-606-A – Administration Standard for Commercial Telecommunications Infrastructure
10. ANSI J-STD-607-A – Commercial Building Grounding and Bonding Requirements for Telecommunications
11. International Standards Organization/International Electrotechnical Commission (ISO/IEC) 11801 – Information Technology – Generic Cabling for Customer Premises
12. ISO/IEC 18010 – Information Technology – Pathways and Spaces for Customer Premises Cabling
13. NFPA 70, National Electric Code and NFPA 255
14. Underwriters Laboratories (UL) Cable Verification Program.
15. UL Testing Bulletin

**8.2.1** If a conflict exists between the applicable documents, then the aforementioned numeric list of applicable documents shall dictate the order of precedence in resolving such conflicts. This order of precedence shall be maintained unless a lesser order document has been adopted as code by a local, state, or federal entity. If a conflict further exists, documents adopted as code shall take precedence.

**8.2.2** If the specifications incorporated herein and any of the aforementioned applicable documents are in conflict with each other, then the more stringent requirement shall apply. All applicable documents listed are, to the best of the District's knowledge, considered to be the most current releases of said documents.



**8.3.0 PURPOSE AND BIDDER RESPONSIBILITIES**

The intent of these structured cabling specifications is to make available to all Bidders a standard specification for cabling installation(s) in all K-12 educational facilities identified in the SOW, section 5.0.0.

- 8.3.1** The structured cabling specifications identify the minimum performance criteria for the components and sub-systems encompassing a complete structured cabling system that shall accommodate the District's Infrastructure Requirements, section 5.3.0.
- 8.3.2** The product specifications, general design considerations, and installation guidelines are incorporated herein this RFP.
- 8.3.3** Quantities of data outlets, typical installation details, cable routing and outlet types for the specific educational facilities will be provided by the District.
- 8.3.4** The successful Bidder is required to furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the structured cabling system installed at the District.
- 8.3.5** The forgoing specifications define the cabling system and subsystem components including cable, termination hardware, supporting hardware, and miscellany required to furnish and install a complete cabling infrastructure supporting data and fiber.

**8.4.0 CABLING INFRASTRUCTURE REQUIREMENTS**

The selected vendor/contractor shall adhere to all of the following cabling infrastructure specifications.

- 8.5.1 Facilities Environment** - Each building identified in the SOW, section 5.0.0, has one (1) Main Distribution Facility (MDF) room. All fiber cable will be rack mounted in these MDF locations.

- 8.4.2.1** It is recommended that each Bidder visits each facility during the schedule walk through to confirm the SOW conditions.

**8.5.0 BASIC MAINTENANCE**

Operations and Maintenance Practices: The District requires on-going maintenance and operations of the fiber. When pricing maintenance and operations, the respondent should include an overview of fiber maintenance practices including:

- 8.5.1** The Contractor must call the district before you dig locate services.
- 8.5.2** Provide routine maintenance and inspection and schedule maintenance windows for planned outages.
- 8.5.3** Provided fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring.
- 8.5.4** Provide agreements that are in place with applicable utilities and utility contractors for emergency restoration.
- 8.5.5** The basic maintenance should also include the following:
  - 8.5.5.1** Repair all fiber breaks
  - 8.5.5.2** Replace any damaged fiber
  - 8.5.5.3** Replace any fiber which no longer meets specifications
  - 8.5.5.4** Provide policies to District for notification regarding maintenance
- 8.5.6** Contractor bid response must include the following:
  - 8.5.6.1** Commitment to proactively monitor fiber 24/7/365
  - 8.5.6.2** In case of outage or service impacting incident, commitment to inform fiber lessee of any fiber outage or cut within 30 minutes of occurrence
  - 8.5.6.3** In case of outage or service impacting incident, commitment to present lessee with plan for service restoration or improvement within one hour of occurrence.
  - 8.5.6.4** In case of outage or service impacting incident a mean time to repair of 4 hours.
  - 8.5.6.5** Provide an escalation list with qualifications summary of each person on the escalation list.

- 8.5.6.6** Provision of a 24/7/365 phone number in case lessee is first to discover outage or service impacting incident.
- 8.5.6.7** Provision of financial or service credit penalty if this service level agreement is violated.

## **9.0.0 HORIZONTAL DISTRIBUTION SUBSYSTEM**

### **9.1.0 DATA OUTLETS**

As described in section 8.4.0, all data outlets will be located in the following primary user work areas and within the parameters of the following configuration(s), specification(s), placement(s), diagram(s) and installation(s).

- 9.1.1** Splicing and Testing: Each cable type shall be terminated as indicated by the following:
  - 9.1.1.1** All butt splices at the splice points will be done with fusion splicing. No mechanical splices will be allowed.
  - 9.1.1.2** All terminations will be done using pre-manufactured pigtails, or splice-on connectors, fused to each strand. Polished, epoxy, or any other field-terminated connectors, will not be allowed.
  - 9.1.1.3** Bi-directional OTDR testing of all terminated strands will be required. Testing will be performed at 850nm. All tests will be saved, and submitted to the District in electronic form upon completion. All adapter panel dust caps to be re-installed post-testing.

## **10.0.0 HORIZONTAL DISTRIBUTION CABLE INSTALLATION**

### **10.1.0 CABLE INSTALLATIONS**

All cable shall be installed in accordance with manufacturer's recommendations and best industry practices.

- 10.1.1** Cable raceways shall not be filled greater than the NEC maximum fill for the particular raceway type.
- 10.1.2** Cables shall be installed in continuous lengths from origin to destination with no splices unless specifically addressed in this document as a transition from horizontal to backbone fiber strands within the IDF and/or MDF. Where cable splices are allowed, they shall be in accessible locations and housed in an enclosure intended and suitable for the purpose.
- 10.1.3** The cable's minimum bend radius and maximum pulling tension shall not be exceeded.
- 10.1.4** If a J-hook or trapeze system is used to support cable bundles all horizontal cables shall be supported at **a maximum of four-foot intervals**. At no point shall cable(s) rest on acoustic ceiling grids or panels.
- 10.1.5** Horizontal distribution cables shall be bundled in groups of, no more than, forty (40) cables as cable bundle quantities in excess of forty (40) cables may cause deformation of the bottom cables within the bundle.
- 10.1.6** Cable shall be installed above fire-sprinklers and/or systems and shall not be attached to the fire-sprinkler system and/or any ancillary equipment or hardware of same. The cabling system and support hardware shall be installed so that it does not obscure any valves, fire alarm conduit, boxes, or other control devices.
- 10.1.7** Cables shall not be attached to ceiling grid or lighting support wires. Where lightweight supports for drop cable legs are required, the selected vendor/contractor shall install clips and/or wire to support the cabling.
- 10.1.8** Any cable damaged or exceeding recommended installation parameters during installation shall be replaced by the selected vendor/contractor prior to final acceptance at no cost to the District.
- 10.1.9** A self-adhesive label in accordance with the System Documentation section of this RFP shall identify all installed cables. The cable label shall be applied to the cable behind the faceplate on a section of cable that can be accessed by removing the cover plate.

**10.1.10** The UTP cable shall be installed so that there are no bends less than four times the cables outside diameter (4 X cable O.D.) at any point in the run and at the termination field.

**10.1.11** No variations will be allowed to the planned termination positions of the horizontal and backbone cables and grounding conductors unless approved in writing by the District.

## **10.2.0 TERMINATION HARDWARE INSTALLATION**

Copper termination and management hardware shall be installed in the following manner:

**10.2.1** Cables shall be dressed and terminated in accordance with the recommendations made in the TIA/EIA-568-A document, manufacturers' recommendations, and/or best industry practices.

**10.2.2** Bend radius of the cable in the termination area shall not exceed 4 times the outside diameter of the cable.

**10.2.3** Cables shall be neatly bundled and dressed to their respective panels or blocks. Each panel or block shall be fed by an individual bundle separated and dressed back to the point of cable entrance into the rack or frame.

**10.2.4** The cable jacket shall be maintained as close as possible to the termination point.

**10.2.5** Each cable shall be clearly labeled on the cable jacket behind the patch panel at a location that can be viewed without removing the bundle support ties. Cables labeled within the bundle, where the label is obscured from view, will not be accepted.

## **10.3.0 CABLING SYSTEM TESTING**

All cables and termination hardware shall be 100% tested by the selected vendor/contractor for defects in installation and to verify cable performance under installed conditions. All conductors of each installed cable shall be verified useable by the selected vendor/contractor prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed.

**10.3.1** All cables shall be tested in accordance with the specifications contained herein and/or best industry standards and practices.

**10.3.2** If any of these specifications are in conflict, the selected vendor/contractor shall be responsible to bring any discrepancies to the attention of the project team for clarification and/or resolution.

**10.3.3 Continuity** - Each pair of each installed cable shall be tested using a continuity test set that shows opens, shorts, polarity and pair-reversals. Shielded/screened cables shall be tested with a device that verifies shield continuity in addition to the above stated tests. The test shall be recorded as pass/fail as indicated by the test set in accordance with the manufacturers recommended procedures, and referenced to the appropriate cable identification number and circuit or pair number. Any faults in the wiring shall be corrected and the cable re-tested prior to final acceptance.

**10.3.4 Length** - Each installed cable shall be tested for installed length using a TDR type device. The cables shall be tested from patch panel to patch panel, block to block, patch panel to outlet or block to outlet as appropriate. The cable length shall conform to the maximum distances set forth in the TIA/EIA-568-A Standard. Cable lengths shall be recorded, referencing the cable identification number and circuit or pair number.

**10.3.5 Testing Documentation** - Test documentation shall be provided in a three ring binder(s) according to the System Documentation specifications, 11.0.0, within (3) three weeks after completing the structured cabling project.

## **10.4.0 FIRE STOP SYSTEMS**

A fire stop system is comprised of: the item or items penetrating the fire rated structure; the opening in the structure and the materials and assembly of the materials used to seal the penetrated structure. Fire stop systems comprise an effective block for fire, heat, vapor and pressurized water stream.

- 10.4.1** All penetrations through fire rated building structures (walls and floors) shall be sealed with an appropriate fire stop system. This requirement applies to through penetrations (complete penetration) and membrane penetrations (through one side of a hollow fire rated structure).
- 10.4.2** Any penetrating items i.e., riser slots and sleeves, cables, conduit, cable tray, and raceways, etc. shall be properly fire stopped.
- 10.4.3** Fire stop systems shall be UL Classified to ASTM E814 (UL 1479) and shall be approved by a qualified Professional Engineer (PE) licensed in the state where the work is to be performed. A drawing showing the proposed fire stopped system, stamped/embossed by the cognizant PE shall be provided to the District's Technology Director prior to installing the fire stop system(s).
- 10.4.4** All fire stop systems shall be installed in accordance with the manufacturer's recommendations and shall be completely installed and available for inspection by the local inspection authorities prior to cabling system acceptance.

#### **11.0.0 SYSTEM DOCUMENTATION**

The following sections describe the minimum installation, administration, testing, and as-built documentation required from and/or maintained by the selected vendor/contractor during the course of the entire cabling installation project.

##### **11.1.0 CABLING SYSTEM LABELING**

The selected vendor/contractor shall develop and submit for approval by the authorized District representative a labeling system for the cable installation. The District will negotiate an appropriate labeling scheme with the selected vendor/contractor. At a minimum, the labeling system shall clearly identify all components of the system: racks, cables, panels, and outlets.

- 11.1.1** The labeling system shall designate the cables origin and destination and a unique identifier for the cable within the system. Racks and patch panels shall be labeled to identify the location within the cabling system infrastructure and as follows:
- 11.1.2** Provide "label" for each jack: Room No. – Plate I.D. – X where "X" denotes numerical sequence in each room as noted on "As-Built" diagrams, section 11.2.0.
- 11.1.3** Furnish, install, terminate, and label Cross-Connect Patch Panel (Jack Field) at Main Data Label each "Room" Horizontal Subsystem circuit number to match labels.
- 11.1.4** Provide location and labeling plan in frame with clear plastic cover in each MDF and/or IDF, where applicable.
- 11.1.5** All labeling information shall be recorded on the "As-Built" diagrams and all test documents shall reflect the appropriate labeling scheme.
- 11.1.6** All label printing will be machine generated using indelible ink ribbons or cartridges.
- 11.1.7** Self-laminating labels will be used on cable jackets, appropriately sized to the OD of the cable, and placed within view at the termination point on each end.
- 11.1.8** Each cable shall be clearly labeled on the cable jacket behind the patch panel at a location that can be viewed without removing the bundle support ties.
- 11.1.9** Each outlet shall be labeled on the space provided on the faceplate.

##### **11.2.0 "AS-BUILT" DIAGRAM(S)**

The District shall provide the selected vendor/contractor with blueprints and/or drawings at the start of the proposed project. One (1) set of said blueprints and/or drawings will be designated as the "master set" and kept at a designated location within the district for documenting all "As-Built" information as it occurs during project configuration and installation.

- 11.2.1** The master set will be maintained by the selected vendor/contractor's foreman on a daily basis and will be available to the District's authorized representative upon request during the course of the project.

- 11.2.2** The selected vendor/contractor shall add (mark up) any changes and/or deviations from the original master set to the “As-Built” diagrams as needed. The marked up master set will accurately depict the “As-Built” status of the system including termination locations, cable routing, and all administration labeling for the cabling system.
- 11.2.3** The selected vendor/contractor shall provide the master set and “As-Built” diagram(s) to the District at the conclusion of the project. These said “As-Built” diagram(s) will be submitted to the District in **both** paper and electronic copy, preferably Microsoft Visio.
- 11.2.4** The District shall require a narrative that describes any areas of difficulty encountered by the selected vendor/contractor during the installation that may potentially cause future problems with the cabling system.

### **11.3.0 TESTING DOCUMENTATION**

Test documentation shall be provided in a three ring binder(s) within (3) three weeks after completing the project. This said binder(s) shall be clearly marked on the outside front cover and spine with the words “Test Results”, Project Name, and Completion Date (month and year). The binder(s) shall be divided by two (2) major heading tabs; Horizontal and Backbone.

- 11.3.1** Each of the two (2) major heading sections, Horizontal and Backbone shall be divided by Testing Type. Each Testing Type section of the binder(s) shall include one (1) tab for each test performed; scanner test results Category 6), fiber optic attenuation test results, and continuity test results.
- 11.3.2** The test equipment by name, manufacturer, model number and last calibration date will also be provided at the end of the binder(s). Unless a more frequent calibration cycle is specified by the manufacturer, an annual calibration cycle is anticipated on all test equipment used for this installation.
- 11.3.3** The testing documentation shall detail the test method(s) used and the specific settings of the equipment during the test(s). When repairs and re-tests are performed, the problem found and corrective action taken shall be noted, and both the failed and passed test data shall be co-located in the binder(s).
- 11.3.4** All testing results shall be printed on 8-1/2” x 11”. Hand written test results will NOT be accepted by the District.

### **11.4.0 WARRANTY DOCUMENTATION**

The selected vendor(s)/contractor(s) must furnish the District written warranty documentation. The warranty documentation shall include cable and connectivity components and have one (1) point of contact person for any/all structured cabling system issues, where applicable.

- 11.4.1** The warranty shall cover the installed structured cabling system against defects in workmanship, components, and performance, and follow-on support after project completion for a period of three (3) years from the date of the system installation acceptance by the District.
- 11.4.2** The warranty shall cover all labor and materials necessary to correct any/all failed portion(s) of the structured cabling system and to demonstrate performance within the original installation specifications after repairs are accomplished.
- 11.4.3** The selected vendor/contractor shall provide said structured cabling system warranty at no additional cost(s) to the District.

## **APPENDIX A – INTENT TO BID FORM**

*If the Bidder intends to submit a Bid for the Structured Cabling project at Ottawa Area ISD, this Intent to Bid Form must be completed and returned via mail, fax or email to the District no later than March 10, 2016.*

Please complete and return to:

**Ottawa Area ISD  
Michael Rohwer  
13565 Port Sheldon Street  
Holland, MI 49424**

**Phone: 616.738.8940  
Fax: 616.738.8946  
Email: mrohwer@oaisd.org**

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I will attend the scheduled walkthrough meeting at 10:00A.M. on March 10, 2016.

☐ Yes ☐ No (Check one)

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B – BID SIGNATURE PAGE**

*I have examined the RFP Bid conditions and specifications herein and agree that if my company is awarded a contract to provide any of the products and/or services sought in this RFP, my company will provide the District with the products and/or services according to the Invitation to Bid, Bidder Instructions, General Conditions, Universal Service Fund (USF) Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, and Products and Services Specifications of this RFP and the Bid submitted herewith. Any and all deviations from the RFP Bid specifications are in writing and attached.*

**Submitted By:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State &amp; Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

***Do not write below this line: For District Use Only***


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The following items are enclosed and/or included on the Bid:

- |   |  |
|---|--|
| <input type="checkbox"/> Proposal(s) (in triplicate)  | <input type="checkbox"/> Intent To Bid Form (Appendix A)             |
| <input type="checkbox"/> Bid Bond/Cashier's Check (5% of Bid)                                 | <input type="checkbox"/> Bid Signature Page (Appendix B)             |
| <input type="checkbox"/> USF E-Rate SPIN  | <input type="checkbox"/> Bill of Materials (Appendix C)              |
| <input type="checkbox"/> Four (4) references, one (1) of which is a school or school district | <input type="checkbox"/> Familial Disclosure Affidavit (Appendix D)  |
|   | <input type="checkbox"/> Iran Linked Business Affidavit (Appendix E) |

**APPENDIX C – BILL OF MATERIALS**

I/we, the Bidder, hereby propose to furnish, deliver and install the below listed items for the unit price indicated in accordance with the terms, conditions and specifications included in the Request For Proposals – Structured Cabling.

**NOTE: The Bidder may attach additional pages for Bill of Material as needed.**

**BASE BID - Structured Cabling (Must include all components and installation costs)**

<b>BUILDING NAME:</b>						
<b>Make</b>	<b>Model</b>	<b>Part No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>

**ALTERNATE 1 BID - Structured Cabling (Must include all components and installation costs)**

<b>BUILDING NAME:</b>						
<b>Make</b>	<b>Model</b>	<b>Part No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>



**APPENDIX D - FAMILIAL DISCLOSURE AFFIDAVIT**

*All Bids shall be accompanied by a sworn statement disclosing any familial relationship that exists between the owner(s) or any employee of the Bidder and any member of the Board of Education of the District and/or the Superintendent of the District.*

The undersigned, owner or authorized officer of \_\_\_\_\_ (the Bidder), pursuant to the familial disclosure requirement provided in the Ottawa Area ISD Universal Service Fund Request for Proposals, hereby represent and warrant, except as provided below, that no familial relationships exist between the Bidder or any employee of the Bidder, and any member of the Ottawa Area ISD Board of Education and/or the Superintendent.

- ☐ **The following are the Bidders familial relationship(s) with the Ottawa Area ISD:**

	<b>Bidder/Employee</b>	<b>Name Related to:</b>	<b>Relationship</b>
1.	_____	_____	_____
2.	_____	_____	_____

(Attach additional pages if necessary to disclose all familial relationships.)

- ☐ **There is no familial relationship that exists** between the Bidder and/or any employee of the Bidder and any member of the Ottawa Area ISD Board of Education and/or the Superintendent.

**Bidder:**

\_\_\_\_\_  
(Company Name)

**By:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

This instrument was acknowledged before me, a Notary Public, in and for \_\_\_\_\_  
County, \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(Notary Public Signature) **SS:**

My Commission expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

**APPENDIX E - IRAN LINKED BUSINESS AFFIDAVIT**

*All Bids shall be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors and employees.*

The undersigned, owner or authorized officer of \_\_\_\_\_ (the bidder), pursuant to Michigan Public Act No. 517 of 2012, the “Iran Linked Business” requirement provided in the Ottawa Area ISD Universal Service Fund Request for Proposals hereby represents and warrants that the bidder, including its officers, directors and employees, is not an “Iran Linked Business” within the meaning of the applicable Public Act, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an “Iran Linked Business” at any time during the course of performing under the contract. The bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the District investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on future Requests for Proposals (RFPs) for three (3) years from the date that it is determined that the person has submitted the false certification.

- ☐ **There is not an “Iran Linked Business” that exists** within the bidder and/or owner, officers, directors and employees.

**Bidder:** \_\_\_\_\_  
(Company Name)

**By:** \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

This instrument was acknowledged before me, a Notary Public, in and for

\_\_\_\_\_ County, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
(Notary Public Signature) **SS:**

My Commission expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Modernizing the E-rate Program for	)	WC Docket No. 13-184
Schools and Libraries	)	

**ORDER**

**Adopted: September 11, 2015****Released: September 11, 2015**

By the Chief, Wireline Competition Bureau:

**I. INTRODUCTION**

1. In this Order, the Wireline Competition Bureau (Bureau) releases the eligible services list (ESL) for funding year 2016 for the schools and libraries universal service support program (more commonly referred to as the E-rate program)<sup>1</sup> and authorizes the Universal Service Administrative Company (USAC) to open the annual application filing window no earlier than 60 days after release.<sup>2</sup>

2. Last year, the Commission adopted two orders modernizing the E-rate program.<sup>3</sup> In response to the first of the *E-rate Modernization Orders*, we shortened and simplified last year's ESL, while including in that ESL the changes the Commission made to the program for funding year 2015.<sup>4</sup> In the *ESL Public Notice* for this coming funding year, we proposed keeping the basic structure of the ESL while modifying the ESL to reflect the changes the Commission made to the E-rate program for funding year 2016 in the *Second E-rate Modernization Order*, and to provide some minor clarifications.<sup>5</sup> Based on our review of the record, we now adopt those proposed changes to the ESL, with modifications as described herein.

**II. BACKGROUND**

3. Sections 254(c)(1), (c)(3), (h)(1)(B), and (h)(2) of the Communications Act collectively grant the Commission authority to specify the services that will be supported for eligible schools and libraries

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<sup>1</sup> See *Schools and Libraries Universal Service Support Mechanism, Eligible Services List for Funding Year 2016* (rel. September x, 2015) (Appendix B) (FY2016 ESL). The ESL specifies the services and products that are eligible for E-rate discounts.

<sup>2</sup> 47 C.F.R. § 54.502(d) (requiring the final ESL to be released at least 60 days prior to the opening of the application filing window).

<sup>3</sup> *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, Order, 29 FCC Rcd 8870 (2014) (*E-rate Modernization Order*); *Modernizing the E-rate Program for Schools and Libraries, Connect America Fund*, WC Docket Nos. 13-184 and 10-90, Second Report and Order and Order on Reconsideration, 29 FCC Rcd 15538 (2014) (*Second E-rate Modernization Order*) (together, *E-rate Modernization Orders*).

<sup>4</sup> See *Schools and Libraries Universal Service Support Mechanism et al.*, CC Docket No. 02-6 et al., Order, 29 FCC Rcd 13404 (2014) (*2015 ESL and Order*).

<sup>5</sup> *Wireline Competition Bureau Seeks Comment on Proposed Eligible Services List for the E-rate Program*, WC Docket No. 13-184, Public Notice, 30 FCC Rcd 4905 (2015) (*ESL Public Notice*).

and to design the specific mechanisms of support.<sup>6</sup> Pursuant to this authority, in the *Second E-rate Modernization Order*, the Commission, among other things, made the following changes and clarifications to the eligible services framework of the E-rate program: (1) equalized the E-rate program's treatment of lit and dark fiber; (2) allowed applicants to self-provision high-speed broadband networks if the applicant is able to demonstrate that self-provisioning is the most cost-effective option and is able to satisfy certain other conditions; and (3) clarified the cost allocation requirements for circuits carrying both voice and data services.<sup>7</sup>

4. In the *ESL Public Notice*, we sought comment on proposed revisions to the ESL for funding year 2016 reflecting the expanded options for purchasing affordable high-speed connectivity adopted by the Commission in the *Second E-rate Modernization Order*.<sup>8</sup> The proposed revisions included equalizing the treatment of leased lit and dark fiber; allowing support for self-provisioned networks under certain circumstances, clarifying that all equipment and services necessary to operate and maintain fiber networks must be competitively bid, and adding descriptions of eligible special construction charges.<sup>9</sup> We also sought comment on the addition of Integrated Services Digital Network (ISDN) circuits to the list of eligible voice services and clarifications regarding the eligibility of firewall services and components.<sup>10</sup> The comment cycle closed on July 6, 2015.<sup>11</sup>

### III. DISCUSSION

5. Having considered the record, we update the ESL for funding year 2016 as described herein. We adopt several of the changes proposed in the *ESL Public Notice* and provide additional clarifications to address comments and reply comments received in response to the *ESL Public Notice*. The changes that we make to the section of the ESL dealing with Category One services reflect the additional options the Commission provided applicants for purchasing high-speed connectivity to eligible schools and libraries in the *Second E-rate Modernization Order*.<sup>12</sup> With regard to Category Two of the ESL, we adopt changes to the description of eligible firewall services, provide clarifications in response to comments and reply comments, and decline commenters' requests that we add certain services and equipment to the ESL and revise certain descriptions of eligible Category Two services. We make these changes to the ESL to clarify for all stakeholders what services are eligible for E-rate support and certain conditions for eligibility, and to guide USAC in implementing the *E-rate Modernization Orders*.

#### A. Modifications to the ESL Description of Eligible Category One Services

6. Consistent with the Commission's decision in the *Second E-rate Modernization Order* to expand applicants' options for purchasing affordable high-speed connectivity, we adopt several revisions and clarifications to the list of eligible Category One Data Transmission Services and Internet Access,<sup>13</sup>

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<sup>6</sup> 47 U.S.C. §§ 254(c)(1), 254(c)(3), 254(h)(1)(B), 254(h)(2).

<sup>7</sup> *Second E-rate Modernization Order*, 29 FCC Rcd at 15549, 15555, 15602, paras. 30, 43, 162.

<sup>8</sup> *ESL Public Notice*, 30 FCC Rcd at 4905-06.

<sup>9</sup> *Id.*

<sup>10</sup> *Id.* at 4906.

<sup>11</sup> *Id.* at 4905.

<sup>12</sup> *See Second E-rate Modernization Order*, 29 FCC Rcd at 15549, 15555, 15602, paras 30, 43, 162.

<sup>13</sup> To provide clarity for applicants, we change the title of the list of eligible Category One broadband services to "Data Transmission Services and Internet Access" to more accurately reflect how these services are described by applicants and service providers. *See ESH Reply Comments* at 1.

Voice Services, and to the accompanying explanations. We also adopt the proposed addition of ISDN to the list of eligible voice services.

### 1. Eligible Data Transmission Service and Internet Access

7. We adopt the proposal in the *ESL Public Notice* to separately list Leased Lit Fiber, Dark Fiber, and Self-Provisioned Broadband Networks as eligible services under the list of eligible Data Transmission Services and Internet Access and delete the explanation of differing eligible costs for leased lit and dark fiber. In the *Second E-rate Modernization Order*, the Commission decided to equalize the treatment of lit and dark fiber by providing Category One support for the modulating electronics necessary to light dark fiber and for special construction charges for dark fiber beyond the school or library's property line.<sup>14</sup> The Commission also determined that schools and libraries can self-provision networks under certain circumstances and adopted several safeguards to ensure cost-effective purchasing for self-provisioned networks.<sup>15</sup> Therefore, we adopt these substantive ESL changes to implement the *Second E-rate Modernization Order*.

8. In response to comments, and consistent with the *Second E-rate Modernization Order*, we also add a new Note (2) under the list of eligible Data Transmission Services and Internet Access to remind applicants that they must seek bids for lit fiber service and fully consider all responsive bids before selecting and requesting support for a dark fiber or a self-provisioned broadband network.<sup>16</sup> We decline to adopt the recommendation by Unite Private Networks and USTelecom that the ESL characterize a self-provisioned network as an option of last resort.<sup>17</sup> As currently drafted, the ESL accurately reflects the Commission's determination that beginning in funding year 2016, subject to certain additional safeguards, self-provisioning will be eligible for E-rate support when it is the most cost-effective option.<sup>18</sup>

### 2. Special Construction

9. We adopt, as proposed Note (3) and with slight modifications, what we had proposed as Note (2) in the *ESL Public Notice* under the list of eligible Data Transmission Services and Internet Access. Note (3) explains that there are three components of special construction: construction of network facilities, design and engineering, and project management. The *Second E-rate Modernization Order* made several changes regarding the eligibility of special construction charges and this note is necessary to provide guidance to applicants on the eligible components of special construction.<sup>19</sup>

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<sup>14</sup> See *Second E-rate Modernization Order*, 29 FCC Rcd at 15550, para. 31.

<sup>15</sup> See *Id.* at 15557-58, paras. 48-50.

<sup>16</sup> See Unite Private Network Comments at 2; USTelecom Reply Comments at 2. See also *Second E-rate Modernization Order*, 29 FCC Rcd at 15553, 15557, paras. 39, 48.

<sup>17</sup> See Unite Private Networks Comments at 2; USTelecom Reply Comments at 2.

<sup>18</sup> See *Second E-rate Modernization Order*, 29 FCC Rcd at 15557-58, paras. 47-50 (requiring that the applicant demonstrate that a self-provisioned network is the most cost effective option, limiting funding of self-construction to networks built and used within the same funding year, and requiring applicants to secure all resources necessary to make effective use of the services they purchase); see also 47 C.F.R. §54.511.

<sup>19</sup> In order to alleviate the upfront cost barrier to high-speed broadband deployment, the Commission directed USAC to suspend its amortization requirement for large Category One non-recurring charges, permitted applicants to pay the non-discounted portion of special construction costs in installments up to four years, and made special construction costs for dark fiber and self-provisioned broadband networks eligible. See generally *Second E-rate Modernization Order*, 29 FCC Rcd at 15545-62, paras. 16-59.

10. The Commission previously identified special construction charges in the *Sixth Report and Order* as “includ[ing] design and engineering, project management, digging trenches, and laying fiber.”<sup>20</sup> The *ESL Public Notice* proposed a description of eligible special construction costs as “upfront, non-recurring costs of deployment or new or upgraded facilities, including design and engineering, project management, and construction of network facilities.”<sup>21</sup> In response to commenters, we further clarify that eligible special construction costs are limited to these three components by deleting the word “including” in that note.<sup>22</sup> We decline to adopt the request made by some commenters that we classify all eligible upfront non-recurring costs, such as modulating electronics and other equipment necessary to make a Category One broadband service functional (collectively, “Network Equipment”)<sup>23</sup> and upfront payments for dark fiber indefeasible rights of use (IRUs),<sup>24</sup> as special construction.<sup>25</sup> We find that classifying all eligible upfront costs as special construction would be unduly broad and inconsistent with Commission precedent.<sup>26</sup> We instead limit special construction support to the one-time costs of physically deploying new or upgraded network facilities and the services required to complete that deployment, i.e., construction of network facilities, design and engineering, and project management. Other eligible large upfront or non-recurring costs will be considered as separate Category One costs. Limiting special construction costs to the three components identified in Note (3) will ensure that applicants will receive support for the costs necessary to construct the network facilities required to meet the Commission’s connectivity targets adopted in the *E-rate Modernization Order*<sup>27</sup> and will further the Commission’s goal of closing the rural connectivity gap as described in the *Second E-rate Modernization Order*.<sup>28</sup>

### 3. Category One Equipment and Maintenance and Operation Services

11. We adopt, with minor revisions, the proposed explanation at Note (1) in the *ESL Public Notice* that the eligible costs for lit fiber, dark fiber, and self-provisioned broadband networks include the

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<sup>20</sup> *Schools and Libraries Universal Service Support Mechanism, A National Broadband Plan for our Future*, CC Docket No. 02-6, GN Docket Not. 09-51, Order, 25 FCC Rcd 18762, 18773, para. 19, n.54 (*Sixth Report and Order*).

<sup>21</sup> *ESL Public Notice*, 30 FCC Rcd at 4910.

<sup>22</sup> See Illinois Comments at 4 (requesting clarification of the costs included in special construction); SECA Reply Comments at 7-9 (citing the questions raised by Illinois and requesting additional clarifications).

<sup>23</sup> See FY2016 ESL at 2.

<sup>24</sup> The suspension of the amortization requirement in the *Second E-rate Modernization Order* is for all large Category One non-recurring costs, including dark fiber IRU contracts that include upfront payments in excess of \$500,000 and purchases of eligible Network Equipment in excess of \$500,000. See *Second E-rate Modernization Order*, 29 FCC Rcd at 15546, para. 17. See Illinois Comments at 6 (requesting clarification that one-time dark fiber IRU payments are eligible); SECA Reply Comments at 8 (requesting that the relief from the amortization requirement should apply to dark fiber IRUs).

<sup>25</sup> Illinois Comments at 4, SECA Reply Comments at 8.

<sup>26</sup> See *Sixth Report and Order*, 25 FCC Rcd at 18773, n.54; see also *Schools and Libraries Universal Service Support Mechanism, A National Broadband Plan for Our Future*, CC Docket No. 02-6, GN Docket No. 09-51, Order, 28 FCC Rcd 14534, 14540 (Wireline Comp. Bur. 2013) (*2014 ESL and Order*) (stating that “special construction charges include design and engineering costs, project management costs, and digging trenches and laying fiber.”).

<sup>27</sup> See *E-rate Modernization Order*, 29 FCC Rcd at 8885-88, paras. 34-43 (establishing Internet access targets of at least 100 Mbps per 1,000 users short term and 1 Gbps per 1,000 users long term for schools and at least 100 Mbps for libraries that service fewer than 50,000 people and 1 Gbps for libraries that serve 50,000 people or more; establishing wide area network targets of 10 Gbps-capable connections for schools).

<sup>28</sup> See *Second E-rate Modernization Order*, 29 FCC Rcd at 15543, para. 12.

monthly charges, special construction, installation and activation, Network Equipment,<sup>29</sup> and maintenance and operation charges.<sup>30</sup> This description of eligible costs recognizes that self-provisioned broadband networks and dark fiber services require certain equipment and services that are typically included as part of the cost of a leased lit fiber service.<sup>31</sup> Therefore, beginning in funding year 2016 such services and equipment will be eligible for Category One support when purchased by an E-rate applicant that owns a network or lights dark fiber.<sup>32</sup>

12. In response to requests from commenters, we add a sentence to Note (1) to clarify that Network Equipment and maintenance and operation are eligible under Category One when purchased for existing self-provisioned networks and existing leased dark fiber that is lit by an E-rate applicant.<sup>33</sup> This clarification reflects the intent of the Commission to expand the fiber options available to applicants and encourage increased competition by fully equalizing the E-rate program's treatment of lit and dark fiber and by supporting self-provisioned broadband networks.<sup>34</sup> Applicants that currently own a self-provisioned broadband network or lease dark fiber may apply for Category One support for new modulating electronics and other equipment necessary to make the broadband service functional as well as for maintenance and operating costs of those existing networks. For existing dark fiber or self-provisioned networks, applicants will not be required to seek new bids for a lit fiber service in order to receive funding to upgrade or refresh their Network Equipment or to re-contract for maintenance and operation contracts. In addition, we clarify that one-time costs that are part of special construction, specifically design and engineering and project management, are only E-rate eligible as part of a special construction funding request that includes the costs of constructing network facilities.<sup>35</sup>

13. We decline the request made by some commenters that the ESL identify specific Network Equipment and Category One maintenance and operation services eligible for E-rate support.<sup>36</sup>

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<sup>29</sup> The final FY2016 ESL clarifies that Network Equipment eligible under Category One is limited to "modulating electronics and other equipment necessary to make a Category One broadband service functional." See FY2016 ESL at 2.

<sup>30</sup> *ESL Public Notice*, 30 FCC Rcd at 4910.

<sup>31</sup> See *Rural Health Care Support Mechanism*, WC Docket No. 02-60, Report and Order, 27 FCC Rcd 16678, 16736, para. 125 (2012) (identifying maintenance and equipment costs as elements of dark fiber service); *Second E-rate Modernization Order*, 29 FCC Rcd at 15550, para. 31 (modulating electronics are necessary to light fiber).

<sup>32</sup> See *Second E-rate Modernization Order*, 29 FCC Rcd at 15552, para. 36 (concluding that modulating electronics necessary to light leased dark fiber are E-rate eligible). Maintenance costs for dark fiber were previously eligible. See *Sixth Report and Order*, 25 FCC Rcd at 18773, para. 19. Modulating electronics and maintenance and operation costs were previously eligible as part of an eligible lit fiber service. See *2015 ESL and Order*, 29 FCC Rcd at 13420 (clarifying that maintenance charges and modulating electronics can be part of an eligible lit fiber service).

<sup>33</sup> See, e.g., ESH Comments at 1 (explaining that additional guidance is needed on the eligibility of design, maintenance, and operation costs through the whole life cycle of a self-provisioned network); Illinois Comments at 2-4 (seeking clarification that eligible costs are available for dark fiber and self-provisioned networks purchased or constructed before FY2016).

<sup>34</sup> See *Second E-rate Modernization Order*, 29 FCC Rcd at 15549, para. 29.

<sup>35</sup> ESH includes design with maintenance and operation costs. See ESH Comments at 1. Design and engineering costs are limited to special construction and are not available for the whole life cycle of the network.

<sup>36</sup> See e.g. NYC DOE Comments at 3-4 (requesting clarification of the eligibility of network switches at the access, distribution, and core layers, device management servers, network performance reporting servers, firewalls, and application delivery servers); Unite Private Networks Comments at 2-3 (requesting an FAQ or fact sheet identifying specific categories of maintenance and operation to be included in an applicant's total cost of ownership evaluation); US Telecom Reply Comments at 2 (requesting that specific categories of maintenance and operation should be identified in a FAQ or Fact Sheet and posted on USAC's website, with a link provided in the ESL).

Commenters provide several examples of Network Equipment including fiber optic transceivers, network switches, network routers, and other modulating and routing electronics that are all examples of “equipment necessary to make a Category One broadband service functional.”<sup>37</sup> Likewise, we agree that maintenance and operations services identified by commenters, including scheduled and routine maintenance, emergency repairs, relocates, and operation of network services, are also examples of eligible costs.<sup>38</sup> However, these lists are not exhaustive, and we decline at this time to offer a list that could be unnecessarily limiting. Applicants that self-provision broadband networks or lease dark fiber should apply for E-rate funding for the Network Equipment and maintenance and operation services necessary to provide high-speed broadband capabilities.

14. We remind all applicants that all E-rate eligible services and equipment must be competitively bid and applicants are required to choose the most cost-effective option, using price as the primary factor.<sup>39</sup> Though we do not include a comprehensive list of specific eligible services and equipment to the ESL for FY2016, we will continue to assess the services and equipment sought by applicants and may revisit this issue for future funding years.

#### 4. Other Category One Modifications

15. We adopt the proposed addition of ISDN to the list of eligible voice services. No commenters opposed this addition.<sup>40</sup> As explained in the *ESL Public Notice*, ISDN is typically a voice-only service that has been treated as synonymous with primary rate interface (PRI) voice service in previous ESLs.<sup>41</sup> We add ISDN to the list of eligible voice services because we expect that applicants will continue to utilize ISDN as a voice-only service. However, as explained in the *ESL Public Notice*, ISDN may be purchased as a bundled voice and data service.<sup>42</sup> ISDN will therefore remain on the list of eligible Data Transmission Services and Internet Access so that an applicant that purchases bundled ISDN can cost allocate the voice and data portions of the service as described in the *Second E-rate Modernization Order*.<sup>43</sup>

16. To implement the clarification of the required cost effectiveness analysis for data plans and air cards for mobile devices in the *Second E-rate Modernization Order*,<sup>44</sup> we adopt the proposal in the *ESL*

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<sup>37</sup> See E-rate Provider Services Comments at 4 (proposing that fiber optic and other mixed media transceivers, appliance-based form-factor CPE routers, and chassis-based form-factor CPE routers be included in the ESL); SECA Reply Comments at 6 (agreeing with the list of eligible Category One equipment proposed in the E-rate Provider Services Comments).

<sup>38</sup> See Illinois Comments at 7 (seeking clarification that maintenance includes patrol of fiber network, correcting potential hazards or deficiencies, emergency repair and restoration, “call before you dig,” and relocates); SECA Reply Comments at 10 (requesting that eligible maintenance cover scheduled and routine maintenance including network monitoring, ongoing operation, emergency repairs, “call before you dig,” and relocates).

<sup>39</sup> See 47 C.F.R. §§ 54.503, 54.511.

<sup>40</sup> USTelecom requested that we require the applicant, as opposed to the service provider, to determine the appropriate cost allocation for ISDN. We note that E-rate program rules already require the applicant to determine the cost allocation for mixed eligibility services. See 47 C.F.R. 54.504(e).

<sup>41</sup> *ESL Public Notice*, 30 FCC Rcd at 4906.

<sup>42</sup> *Id.*

<sup>43</sup> See *Second E-rate Modernization Order*, 29 FCC Rcd at 15602, para. 162.

<sup>44</sup> *Id.* at 15600, para. 156.



*Public Notice* to expand the eligibility explanation for data plans and air cards and move it to the Eligibility Explanations for Certain Category One Services.<sup>45</sup>

## **B. Modifications to Eligible Category Two Services**

17. We adopt the proposed clarification of the description of firewall services eligible under Category Two of the ESL and provide other clarifications in response to questions about Category Two equipment and services in the existing ESL. We also decline requests from some commenters that we expand the list of eligible Category Two equipment and services or revise other descriptions in Category Two.

### **1. Firewall**

18. Consistent with the Commission's direction in the *Sixth Report and Order* and the *E-rate Modernization Order* that only basic firewall protection provided as part of Internet access is eligible as a Category One service and that other firewall services are eligible as Category Two services, we adopt the clarification proposed in the *ESL Public Notice* that firewall protection that is provided by a vendor other than the Internet access provider or priced out separately will be considered a Category Two internal connections component.<sup>46</sup> Notwithstanding the Commission's direction, commenters request that we clarify the eligibility of firewall services<sup>47</sup> and designate all firewall services as part of Category One Internet access.<sup>48</sup> Commenters also request that we expand eligibility to include other network security services.<sup>49</sup> However, in the *E-rate Modernization Order*, the Commission expressly declined to further expand eligibility to additional network security services in order to focus Category Two funding on other necessary wireless local area network (WLAN) equipment and services.<sup>50</sup> In light of previous Commission direction, we remind commenters that firewall services other than those offered as a standard part of eligible Internet access are eligible under Category Two, and we deny the requests to designate all firewall services as Category One and to add additional network security services to the ESL.

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<sup>45</sup> We decline T-Mobile's request that we add a sentence to the ESL stating that an applicant that does not receive any bids for a fixed broadband connections and Wi-Fi network has satisfied the cost effectiveness test for the purchase of data plans and air cards. T-Mobile Comments at 4. We agree with ESH that, in this unlikely circumstance, the lack of bids does not necessarily establish cost effectiveness. See ESH Reply Comments at 2.

<sup>46</sup> See *Sixth Report and Order*, 25 FCC Rcd at 19808, para. 105; *E-rate Modernization Order*, 29 FCC Rcd at 8917, para. 119 ("limit[ing] internal connections support to those broadband distribution services and equipment needed to deliver broadband to students and library patrons: routers, switches, wireless access points, internal cabling, racks, wireless controller systems, firewall services, uninterruptable power supply, and the software supporting each of these components used to distribute high-speed broadband throughout school buildings and libraries"); see also *2015 ESL and Order*, 29 FCC Rcd at 13409, para. 14.

<sup>47</sup> ESH Comments at 2 (requesting clarification that firewall services hosted by the service provider are eligible), FFL Comments at 3 (requesting clarification of eligible firewall functionalities), SECA Reply Comments at 14 (asserting that next generation firewall should be eligible), USTelecom Reply Comments at 9-10 (requesting clarification of the treatment of firewall services).

<sup>48</sup> Friday Institute Reply Comments at 3 (urging that content filtering and firewall services be made eligible as Category One).

<sup>49</sup> *Id.* at 2 (seeking clarification that content filtering is a form of firewall service); HP Comments at 3 (requesting the addition of enhanced network security features such as Policy Management Systems and Intrusion Prevention Systems to the ESL).

<sup>50</sup> See *E-rate Modernization Order*, 29 FCC Rcd at 8918, para. 121 & n.275 (declining to designate services suggested by commenters, including intrusion protection and detection, malware protection, application control, content filters, DDoS mitigation, and cybersecurity services, as eligible).

## 2. Virtualized and Cloud-Based Functionalities

19. We decline requests by commenters for additions to Note (1) under Eligible Broadband Internal Connections.<sup>51</sup> Note (1) explains that hardware and software solutions that virtualize the functionalities of the eligible internal connections equipment listed in that section are eligible for E-rate support. The Commission made broadband distribution services and equipment that can be virtualized into the cloud, such as wireless controllers, eligible for Category Two internal connections support in the *E-rate Modernization Order*.<sup>52</sup> We added Note (1) under Eligible Broadband Internal Connections in the ESL for funding year 2015 to implement that Commission decision.<sup>53</sup> We agree with commenters that virtualized products, including hardware and software, that perform the same functions as eligible internal connections equipment are eligible.<sup>54</sup> We also agree that virtualized functionalities such as Software Defined Networking (SDN) and Network Function Virtualization (NFV) – solution that virtualize eligible routing, switching, controller, and firewall functionalities – are eligible and may be a more cost effective solution than traditional wireless local area network components.<sup>55</sup> We emphasize, however, that only virtualized solutions that perform the functions of eligible broadband internal connections are eligible. We therefore decline requests from commenters that we make eligible cloud-based applications that replace equipment that is not E-rate eligible, such as servers.<sup>56</sup> Applicants must continue to competitively bid the broadband internal connections equipment and functionalities that meet their needs and select the most cost effective solution.

## 3. Other Category Two Modifications

20. At the request of the New York City Department of Education (NYC DOE), we also clarify that applicants need not demonstrate that actual work was performed in order to receive E-rate support for bug fixes, security patches, and online and telephone-based technical assistance as part of Basic Maintenance of Internal Connections (BMIC).<sup>57</sup> As NYC DOE points out, the *2010 Clarification Order* explained that although fixed price BMIC contracts are eligible for funding only for work that is actually performed, there is a limited exception for bug fixes, security patches, and online and telephone-based

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<sup>51</sup> See e.g. Education Partners Solutions Comments at 2-3 (requesting clarification that equipment and software that provides virtualized network functions is eligible); FFL Comments at 5 (urging the Commission to clarify that operating system software and virtual networking software that provide functionality equivalent to eligible components are eligible); VMWare Reply Comments at 1 (software and hardware that support SDN or NFV should be eligible).

<sup>52</sup> *E-rate Modernization Order*, 29 FCC Rcd at 8917, para. 119.

<sup>53</sup> See *2015 ESL and Order*, 29 FCC Rcd at 13418.

<sup>54</sup> See HP Comments at 2-3 (requesting clarification that SDN applications that replace network hardware are eligible); SECA Reply Comments at 14 (requesting eligibility of SDN and other virtualized options). See *E-rate Modernization Order*, 29 FCC Rcd at 8971, para. 119. Eligibility is limited to the virtualized functionalities of eligible broadband internal connection services and equipment. *Id.* (“limit[ing] internal connections support to those broadband distribution services and equipment needed to deliver broadband to students and library patrons: routers, switches, wireless access points, internal cabling, racks, wireless controller systems, firewall services, uninterruptable power supply, and the software supporting each of these components used to distribute high-speed broadband throughout school buildings and libraries.”).

<sup>55</sup> See HP Comments at 2-3 (explaining that SDN will allow E-rate to fund more applicants at a lower cost); Education Partners Comments at 2 (explaining that SDN and NFV may be the most cost effective, scalable solution for applicants); VMWare Comments at 1 (requesting eligibility for SDN and NFV to allow the most appropriate, scalable, cost effective solutions).

<sup>56</sup> See Education Partners Solutions Comments at 2 (requesting that cloud-based servers be made eligible).

<sup>57</sup> See NYC DOE Comments at 3.

technical assistance.<sup>58</sup> Although the ESL already indicates that bug fixes, security patches, and online and telephone-based technical assistance are eligible BMIC, we add a sentence to the Eligibility Limitations for Basic Maintenance on page 7 of the FY2016 ESL to more closely match the *2010 Clarification Order*.

21. Funds for Learning and SECA request that self-provisioned network monitoring and management functionality for internal connections be identified on the ESL as eligible services.<sup>59</sup> In the *E-rate Modernization Order*, the Commission made managed internal broadband services (MIBS) eligible for internal connections support.<sup>60</sup> The Commission determined that network management and operation services are only E-rate eligible when provided by a third party as part of eligible MIBS.<sup>61</sup> The Commission did not otherwise change the ineligible status of network monitoring and management equipment and software.<sup>62</sup> Applicants seeking support for such services can therefore seek support for such services as MIBS, but cannot seek otherwise seek support for such functionality.

22. We also adopt other minor clarifications and edits proposed in the *ESL Public Notice*. For example, we change references to “Internet access services” to “Internet access” throughout the ESL and we delete the explanation of 800 service.<sup>63</sup>

23. We make no other changes to the ESL for funding year 2016, and we specifically decline to address or consider certain comments requesting that we add services to the list or provide additional clarifications.<sup>64</sup> Several commenters raise E-rate eligibility issues that are beyond the scope of the *ESL Public Notice*, were resolved by the Commission in the *E-rate Modernization Order* and *Second E-rate Modernization Order* and are therefore outside the scope of this proceeding,<sup>65</sup> or are beyond the scope of

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<sup>58</sup> *Id.*; *Schools and Libraries Universal Service Support Mechanism, A National Broadband Plan for Our Future*, CC Docket No. 02-6, GN Docket No. 09-51, Order, 25 FCC Rcd 17324, 17235-17326, paras. 5-6 (2010) (*2010 Clarification Order*).

<sup>59</sup> See FFL Comments at 3-4; SECA Reply Comments at 13.

<sup>60</sup> *E-rate Modernization Order*, 29 FCC Rcd at 8918-19, para. 123.

<sup>61</sup> *Id.* at 8920, para. 128.

<sup>62</sup> See *2014 ESL and Order*, 28 FCC Rcd at 14550, 14555 (network management software, service and equipment are ineligible); *2015 ESL and Order*, 29 FCC Rcd at 13432 (basic maintenance of internal connections does not include network management services, including 24 hour network monitoring).

<sup>63</sup> See, e.g., *ESL Public Notice*, 30 FCC Rcd at 4910. No comments were filed on these proposed edits.

<sup>64</sup> See, e.g., Education Partners Solutions Comments at 3 (requesting that support for DNS and DHCP services be reinstated); ESH Comments at 1 (recommending removal of certain services and additional clarifications to the list of eligible digital transmission services); SHLB Reply Comments at 2 (urging the Commission to not rule out previously eligible services at this time); ESH Comments at 2 (asking the Commission to require applicants that request support for Internet access service of less than 25 Mbps to establish that no faster service is available).

<sup>65</sup> Some commenters sought to revisit the Commission’s determinations regarding data plans and air cards. See AdTec Comments at 1 (reiterating opposition to any limitations on purchases of data plans and air cards for mobile devices); T-Mobile Comments at 3 (seeking to require applicants to include maintenance and security costs when comparing fixed WLAN solutions to data plans and air cards for mobile devices). The Commission has previously stated that applicants must consider the total cost of all components of delivering service. See *Second E-rate Modernization Order*, 29 FCC Rcd at 15601, para. 158. One commenter requested that applicants should be able to consider the likelihood of receiving Category Two support when determining if mobile broadband services are cost effective. T-Mobile Comments at 6. The Commission previously rejected this argument. *Second E-rate Modernization Order*, 29 FCC Rcd at 15601, para. 159.

the Bureau's authority to annually revise the ESL.<sup>66</sup> Due to the complexity of these issues and the limited scope of the ESL proceeding, we do not address these requests at this time.

#### IV. ORDERING CLAUSE

24. ACCORDINGLY, IT IS ORDERED, that pursuant to the authority contained in sections 1 through 4, 254, 303(r), and 403 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154, 254, 303(r), and 403, and sections 0.91 and 54.502 of the Commission's rules, 47 C.F.R. §§ 0.91 and 54.502, this Order IS ADOPTED.

FEDERAL COMMUNICATIONS COMMISSION

Matthew S. DelNero  
Chief  
Wireline Competition Bureau

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<sup>66</sup> See ESH Comments at 2 (requesting that funding of Internet access of less than 25 Mbps should require the applicant to establish that no faster service is available); CRW Consulting Comments at 3, E-rate Central Reply Comments at 1-3, SECA Reply Comments at 2-4 (all requesting that the Commission revisit its prohibition on duplicative services); Education Partner Solutions Comments at 3-4 (requesting that self-provisioned networks should be required to charge a Universal Service Fund (USF) contributions fee, or USF contributions should be waived for Category One services from telecommunications providers).

**APPENDIX A****List of Commenters****Comments and Reply Comments in Response to the  
*ESL Public Notice*****WC Docket No. 13-184****Commenters**

1. ADS Advanced Data Services, Inc.
2. AdTec
3. CRW Consulting
4. EducationSuperHighway (ESH)
5. Education Partner Solutions, Inc.
6. E-Rate Provider Services, LLC.
7. Funds for Learning, LLC (FFL)
8. Hewlett-Packard Company (HP)
9. Illinois Department of Central Management Services (Illinois)
10. New York City Department of Education (NYC DOE)
11. T-Mobile USA, Inc. (T-Mobile)
12. Unite Private Networks

**Reply Commenters**

1. ADS Advanced Data Services, Inc.
2. ESH
3. E-Rate Central
4. Exebridge, Inc.
5. Friday Institute for Educational Innovation, North Carolina State University (Friday Institute)
6. Hazel Reyes
7. North Carolina Department of Public Instruction (NC DPI)
8. Schools, Health & Libraries Broadband Coalition (SHLB)
9. State E-rate Coordinators' Alliance (SECA)
10. United States Telecom Association (USTelecom)
11. VMWare, Inc.

**APPENDIX B**

**Eligible Services List for Funding Year 2016**

**Schools and Libraries Universal Service Support Mechanism – Eligible Services List**

(WC Docket No. 13-184)

The Federal Communications Commission's (FCC's) rules provide that all services that are eligible to receive discounts under the Schools and Libraries Universal Service Support Mechanism (otherwise known as the E-rate program or "E-rate") are listed in this Eligible Services List (ESL). The E-rate program is administered by the Universal Service Administrative Company (USAC). Eligible schools and libraries may seek E-rate support for eligible Category One telecommunications services, telecommunications, and Internet access and Category Two internal connections, basic maintenance, and managed internal broadband services as identified herein. 47 C.F.R. §§ 54.5, 54.500, and 54.502(a).

Additional guidance from USAC about the E-rate application process and about eligible services, including a glossary of terms, is available at USAC's website at <http://www.usac.org/sl/>. The documents on USAC's website are not incorporated by reference into the ESL and do not bind the Commission. Thus, they will not be used to determine whether a service or product is eligible. Applicants and service providers are free to refer to those documents, but just for informal guidance. This ESL, dated [[Month XX, 2015]], implements changes adopted in the *E-rate Modernization Order* (FCC 14-99) and in the *Second E-rate Modernization Order* (FCC 14-189), and therefore represents a change from prior funding years. This ESL applies to funding requests for Funding Year 2016.

**Category One**

The first category of supported services, Category One, includes the services needed to support broadband connectivity to schools and libraries. Eligible Category One services are listed in the entries for data transmission services and Internet access and voice services. This category consists of the services that provide broadband to eligible locations including data links that connect multiple points, services used to connect eligible locations to the Internet, and services that provide basic conduit access to the Internet. With the exception of dark fiber and self-provisioned broadband networks, maintenance and technical support appropriate to maintain reliable operation are only eligible for support when provided as a component of these services. Voice services, as described below, are subject to a phase down of support beginning in Funding Year (FY) 2015.

**Data transmission services and Internet access**

Digital transmission services and Internet access are eligible in Category One. These services include:

- Asynchronous Transfer Mode (ATM)
- Broadband over Power Lines
- Cable Modem
- Digital Subscriber Line (DSL)
- DS-1 (T-1), DS-3 (T-3), and Fractional T-1 or T-3
- Ethernet
- Integrated Services Digital Network (ISDN)
- Leased Lit Fiber
- Dark Fiber
- Self-Provisioned Broadband Networks
- Frame Relay
- Multi-Protocol Label Switching (MPLS)
- OC-1, OC-3, OC-12, OC-n
- Satellite Service
- Switched Multimegabit Data Service
- Telephone dial-up
- Wireless services (e.g., microwave)

*Notes:* (1) E-rate support is available for leased lit fiber, dark fiber, and self-provisioned broadband networks as described in the *Second E-rate Modernization Order* (FCC 14-189). Eligible costs include monthly charges, special construction, installation and activation charges, modulating electronics and other equipment necessary to make a Category One broadband service functional (“Network Equipment”), and maintenance and operation charges. Network Equipment and maintenance and operation costs for existing networks are eligible. All equipment and services, including maintenance and operation, must be competitively bid.

(2) Applicants that seek bids for special construction of dark fiber or self-provisioned broadband networks must also seek bids for lit fiber service and fully consider all responsive bids.

(3) Applicants may seek special construction funding for the upfront, non-recurring costs for the deployment of new or upgraded facilities. The eligible components of special construction are construction of network facilities, design and engineering, and project management.

(4) Staff salaries and labor costs for personnel of the applicant or underlying beneficiary are not E-rate eligible.



**Eligible voice services.**

Eligible voice services are subject to an annual 20 percentage point phase down of E-rate support beginning in FY 2015, as described in the *E-rate Modernization Order*. For FY 2016, the effective reduced discount rate will be 40 percentage points. The reduced discount rate for voice services will apply to all applicants and all costs for the provision of telephone services and circuit capacity dedicated to providing voice services including:

- Centrex
- Integrated Services Digital Network (ISDN)
- Interconnected voice over Internet protocol (VoIP)
- Local, long distance, and 800 (toll-free) service
- Plain old telephone service (POTS)
- Radio loop
- Satellite telephone service
- Shared telephone service (only the portion of the shared services relating to the eligible use and location may receive discounts)
- Wireless telephone service including cellular voice and excluding data and text messaging

**Eligibility explanations for certain Category One services:**

**Internet access** – Eligible Internet access may include features such as basic firewall protection, domain name service, and dynamic host configuration when these features are provided as a standard component of a vendor’s Internet access service. Firewall protection that is provided by a vendor other than the Internet access provider or priced out separately will be considered a Category Two internal connections component. Examples of items that are ineligible components of Internet access include applications, content, e-mail, and end-user devices and equipment such as computers, laptops, and tablets.

**Wireless services and wireless Internet access** – As clarified in the *Second E-rate Modernization Order*, data plans and air cards for mobile devices are eligible only in instances when the school or library seeking support demonstrates that the individual data plans are the most cost-effective option for providing internal broadband access for mobile devices at schools and libraries. Applicants should compare the cost of data plans or air cards for mobile devices to the total cost of all components necessary to deliver connectivity to the end user device, including the cost of Internet access and data transmission service to the school or library. Seeking support for data plans or air cards for mobile devices for use in a school or library with an existing broadband connection and wireless local area network implicates the E-rate program’s prohibition on requests for duplicative services.

Off-campus use, even if used for an educational purpose, is ineligible for support and must be cost allocated out of any funding request.

Managed internal broadband services, such as managed Wi-Fi, are eligible only for Category Two support.

**Category Two**

The second category of equipment and services eligible for E-rate support, Category Two, includes the internal connections needed for broadband connectivity within schools and libraries. Support is limited to the internal connections necessary to bring broadband into, and provide it throughout, schools and libraries. These are broadband connections used for educational purposes within, between, or among instructional buildings that comprise a school campus or library branch, and basic maintenance of these connections, as well as services that manage and operate owned or leased broadband internal connections (e.g., managed internal broadband services or managed Wi-Fi). Category Two support is subject to per-school or per-library budgets as set forth in the *E-rate Modernization Order* and *Second E-rate Modernization Order*. The eligible components and services in Category Two are:

**Eligible Broadband Internal Connections**

- Access points used in a local area network (LAN) or wireless local area network (WLAN) environment (such as wireless access points)
- Antennas, cabling, connectors, and related components used for internal broadband connections
- Caching
- Firewall services and components separate from basic firewall protection provided as a standard component of a vendor's Internet access service.
- Switches
- Routers
- Racks
- Uninterruptible Power Supply (UPS)/Battery Backup
- Wireless controller systems
- Software supporting the components on this list used to distribute high-speed broadband throughout school buildings and libraries

*Notes:* (1) Functionalities listed above that can be virtualized in the cloud, and equipment that combines eligible functionalities, like routing and switching, are also eligible.

(2) A manufacturer's multi-year warranty for a period up to three years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component.

(3) Caching is defined as a method that stores recently accessed information. Caching stores information locally so that the information is accessible more quickly than if transmitted across a network from a distance. A caching service or equipment that provides caching, including servers necessary for the provision of caching, is eligible for funding.

**Eligible Managed Internal Broadband Services**

- Services provided by a third party for the operation, management, and monitoring of eligible broadband internal connections are eligible managed internal broadband services (e.g., managed Wi-Fi).
- E-rate support is limited to eligible expenses or portions of expenses that directly support and are necessary for the broadband connectivity within schools and libraries. Eligible expenses include the management and operation of the LAN/WLAN, including installation, activation and initial configuration of eligible components, and on-site training on the use of eligible equipment.
- In some eligible managed services models, the third party manager owns and installs the equipment and school and library applicants lease the equipment as part of the managed services contract. In other cases, the school or library may own the equipment, but have a third party manage it for them.

**Basic Maintenance of Eligible Broadband Internal Connections**

E-rate support is available for basic maintenance and technical support appropriate to maintain reliable operation when provided for eligible broadband internal connections.

The following basic maintenance services are eligible:

- Repair and upkeep of eligible hardware
- Wire and cable maintenance
- Configuration changes
- Basic technical support including online and telephone based technical support
- Software upgrades and patches including bug fixes and security patches

**Eligibility limitations for Category Two:**

**Eligibility limitations for managed internal broadband services** - The equipment eligible for support as part of a managed internal broadband service may include only equipment listed as a broadband internal connections component above. Upfront charges that are part of a managed service contract are eligible for E-rate support except to the extent that the upfront charges are for any ineligible internal connections (e.g., servers other than those that are necessary to provide caching) which, if included in the contract, must be cost allocated out of any funding request.

**Eligibility limitations for basic maintenance** – Basic maintenance is eligible for support only if it is a component of a maintenance agreement or contract for eligible broadband internal connections. The agreement or contract must specifically identify the eligible internal connections covered, including product name, model number, and location. Support for basic maintenance will be paid for the actual work performed under the agreement or contract. Support for bug fixes, security patches, and technical support is not subject to this limitation. Basic maintenance does not include:

- Services that maintain ineligible equipment
- Upfront estimates that cover the full cost of every piece of eligible equipment
- Services that enhance the utility of equipment beyond the transport of information, or diagnostic services in excess of those necessary to maintain the equipment's ability to transport information
- Network management services, including 24-hour network monitoring
- On-site technical support (i.e., contractor duty station at the applicant site) unless applicants present sufficient evidence of cost-effectiveness
- Unbundled warranties

**Miscellaneous**

As described below, various miscellaneous services associated with Category One or Category Two are eligible for support. Applicants should request eligible miscellaneous services in the same category as the associated service being obtained or installed.

**Fees**

Fees and charges that are a necessary component of an eligible product or service are eligible including:

- Change fees
- Contingency fees are eligible if they are reasonable and a regular business practice of the service provider. Contingency fees will be reimbursed only if the work is performed.
- Freight assurance fees
- Lease or rental fees on eligible equipment
- Per diem and/or travel time costs are eligible only if a contract with a vendor for the eligible product or services specifically provides for these costs
- Shipping charges
- Taxes, surcharges, and other similar, reasonable charges incurred in obtaining an eligible product or service are eligible. This includes customer charges for universal service fees, but does not include additional charges for universal service administration.

**Installation, activation, and initial configuration**

Installation, activation, and initial configuration of eligible components are eligible. These services may include:

- Design and engineering costs if these services are provided as an integral component of the installation of the relevant services
- Project management costs if these services are provided as an integral component of the installation of the relevant services
- On-site training is eligible as a part of installation services but only if it is basic instruction on the use of eligible equipment, directly associated with equipment installation, and is part of the contract or agreement for the equipment. Training must occur coincidently or within a reasonable time after installation.